

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

★ FEB 07 2012 ★

## **BROOKLYN OFFICE**

**Caroline Mayorga  
On behalf of herself and all others similarly  
situated**

**Plaintiff**

**v.**

**First Resolution Investment Corporation  
Sharinn & Lipshie, P.C.  
Christopher Volpe  
Ronald Lipshie  
Harvey Sharinn  
Angel Page  
John Does # 1 – 10**

**Defendants**

**PLAINTIFF'S ORIGINAL COMPLAINT AND JURY DEMAND**

Plaintiff CAROLINE MAYORGA, on behalf of herself and all others similarly situated, brings suit against defendants for their violations of the Fair Debt Collection Practices Act, 15 U.S.C. 1692, *et seq.* and N.Y. Gen. Bus. Law § 349 *et seq.* against Defendant debt collectors for systematically filing hundreds of time barred lawsuits in New York, in support would show as follows.

**A. JURISDICTION AND VENUE**

1. The Court has federal question jurisdiction over the lawsuit because the action arises under the Fair Debt Collection Practices Act, 15 U.S.C. 1692, *et seq.*, (FDCPA). Jurisdiction of the Court arises under 28 U.S.C. 1331 in that this dispute involves predominant issues of federal law, the FDCPA. Declaratory relief is available pursuant to 28 U.S.C. 2201 and 2202. The court has supplemental jurisdiction under 28 U.S.C. §1337 over plaintiff's state law claims because said claims are so related to the claims within the Court's original jurisdiction that they form part

of the same case or controversy under Article 3 of the United States Constitution.

2. Venue in this District is proper because all or a substantial part of the events or omissions giving rise to their claims occurred in Queens County, New York.

3. Plaintiff Caroline Mayorga is an individual who resides in Queens County, New York.

4. Defendant FIRST RESOLUTION INVESTMENT CORPORATION is a corporation organized under the laws of the State of Nevada, with its principle place of business at 5190 Neil Road, Suite 430, Reno, NV 89502. It may be served by and through its registered agent CT Corporation, 1633 Broadway, New York, NY 10019, or through the New York Secretary of State, One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231.

5. Defendant SHARINN & LIPSHIE, P.C. is a corporation organized under the laws of the State of New York, with its principle place of business at 333 Earle Ovington Blvd, Suite 302, Uniondale, NY 11553. It may be served by and through the New York Secretary of State, One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231.

6. Defendant CHRISTOPHER VOLPE is an individual who, on information and belief, is a resident of the State of New York. His principal place of business is located at Sharinn & Lipshie, 333 East Ovington Boulevard, Suite 302, Uniondale, N.Y. 11533. He may be served at his place of employment, or wherever he may be found.

7. Defendant HARVEY SHARINN is an individual who, on information and belief, is a resident of the State of New York. His principal place of business is located at Sharinn & Lipshie, 333 East Ovington Boulevard, Suite 302, Uniondale, N.Y. 11533. Mr. Sharinn may be served at his place of employment, or wherever he may be found.

8. Defendant RONALD LIPSHIE is an individual who, on information and belief, is a resident of the State of New York. His principal place of business is located at Sharinn & Lipshie, 333 East Ovington Boulevard, Suite 302, Uniondale, N.Y. 11533. He may be served at his place of employment, or wherever he may be found.

9. Defendant ANGEL PAGE is an individual who, on information and belief, resides in the state of Washington. She may be served at her place of employment, First Resolution Investment Corporation, 851 Coho Way, Suite 312, Bellingham, WA 98225-2066, (360) 714-0303, or wherever she may be found.

**B. STATEMENT OF FACTS**

10. Defendant First Resolution Investment Corporation (“FRIC”) is a debt collector that purchases charged off consumer debts for pennies on the dollar and files lawsuits to collect those alleged debts.

11. Defendant Sharinn & Lipshie, P.C. (“S&L”) is a debt collection law firm. S&L regularly attempts to collect alleged consumer debts on behalf of FRIC and others by filing thousands of collections lawsuits, sending thousands of collection letters, and making thousands of collection calls.

12. On or about July 8, 2009, FRIC, by and through its agent S&L, filed a collections lawsuit against now-Plaintiff Caroline Mayorga in Index Number CV-081976-09/QU, First Resolution Investment Corporation v. Caroline Mayorga, Queens County Civil Court. (Exhibit A).<sup>1</sup>

---

<sup>1</sup> While the complaint is purportedly signed on May 18, 2009, the Court’s website makes clear that the suit was actually filed July 8, 2009. The court’s website page is attached at the end of Exhibit A.

13. According to the affidavit of service, the suit was served on September 27, 2009. (Exhibit B)

14. Mayorga filed a pro se answer to the collections lawsuit on October 6, 2009, and an amended pro se answer on October 14, 2009. (Exhibit C)

15. On or about April 19, 2011, attorney Nasoan Sheftel-Gomes of the Urban Justice Center noticed an appearance on behalf of Ms. Mayorga.

16. On or about October 27, 2011, FRIC, through its agent S&L, filed the motion for summary judgment in the collections lawsuit seeking judgment for a time-barred debt, plus attorney's fees and costs. (Exhibit D). The motion for summary judgment *itself* stated facts that demonstrated that FRIC was attempting to collect on a time barred debt.

17. Christopher Volpe ("Volpe") signed the motion for summary judgment as the attorney on behalf of the firm, S&L. Volpe further signed the affirmation falsely stating FRIC's "claims were not barred by the statute of limitation."

18. Also attached to the motion for summary judgment and used in support of the motion was an affidavit of Angel Page ("Page") dated September 29, 2011. Page identified herself as a custodian of records of FRIC, and executed the affidavit in support of FRIC's motion for summary judgment. The Page Affidavit asserted that the original creditor for the alleged account was "Chase Bank USA, NA."

19. According the "Bill of Sale" attached to the motion for summary judgment, on October 16, 2007 a batch of accounts was sold from Chase Bank USA, N.A. to Unifund Portfolio A, LLC. According to the motion for summary judgment, the account allegedly owed by Ms.

Mayorga was among the batch of accounts transferred.<sup>2</sup>

20. According to a December 9, 2008 collection letter from FRIC, through its servicer First Resolution Management Corporation, the putative contract was with Chase Bank USA, N.A., the last payment date was July 6, 2005, and the charge-off date was February 28, 2006.<sup>3</sup> (Exhibit E).

21. Chase Bank USA, NA is incorporated in Delaware and has its principle place of business in Delaware, and this has been true from the date of the alleged default of the account to present. Indeed this has been true since at least February 2001.

22. FRIC's debt collection lawsuit is time barred because it was filed more than three years after the accrual of the cause of action. Under New York's "borrowing statute," CPLR 202, when a nonresident sues in New York on a cause of action accruing outside New York, the action "cannot be commenced" unless the action is within the statute of limitations of both New York and the jurisdiction where the cause of action accrued. Portfolio Recovery Assoc., LLC v King, 927 N.E.2d 1059, 1061, 1062 (NY 2010), citing to Global Fin. Corp. v Triarc Corp., 93 NY2d 525, 528 (NY 1999). As a Delaware corporation, Chase Bank USA, NA's cause of action for breach of a credit contract is three years under Delaware state law, Del Code Ann, tit 10, § 8106. Id. FRIC was required to file suit within the same time period as the putative original creditor because FRIC, as the putative assignee, cannot stand in better shoes than the putative

---

2 Interestingly, the assignment documents show a gap in the chain of title. There is a bill of sale from Chase Bank USA, N.A. to Unifund *Portfolio A, LLC*, and from Unifund *CCR Partners* to FRIC. Therefore it appears that FRIC may have been litigating an alleged account which it may not actually own.

3 A charge-off occurs when a creditor moves a debt from profit to loss on its balance sheet, typically 180 days after the account becomes delinquent. See, e.g., Fed. Fin. Institutions Examination Counsel, Uniform Retail Credit Classification and Account Management Policy, 64 Fed. Reg. 6,655 at 6,656 (Noting that commentators representing the credit card industry stated they charged off open-ended credit accounts 180 days after delinquency.)

assignor. Id.

23. On December 5, 2011 Ms. Mayorga's attorney in the collections lawsuit, Nasoan Sheftel-Gomes of the Urban Justice Center, sent S&L a letter demanding that S&L discontinue the action within 7 days. This demand was explicitly made for the sole purpose of minimizing Ms. Mayorga's damages. The letter provided a lengthy explanation as to why FRIC's own motion for summary judgment demonstrated that their claims were time barred. S&L initially ignored the demand for discontinuance. After an extended period of time, S&L finally signed the stipulation of discontinuance, which will be filed shortly after the commencement of this action.

24. This is not the first time S&L has been sued for violating the FDCPA for filing time barred suits given that the putative original creditor was a Delaware corporation. See Rathburn v. Sharinn & Lipshie, P.C. et al, Case No. 4:10-cv-04449, Southern District of Texas (Houston Division).

25. As a result of Defendant's actions, Plaintiff and the class members suffered actual damages. Actual damages include, without limitation, the money Defendants obtained after they threatened or engaged in time-barred litigation. Actual damages also include the fees and costs consumers incurred in defending or responding to these time barred collection suits. Actual damages also include loss of time in having to attend court hearings or otherwise respond to the time barred lawsuit.

### C. Class Action Allegations

26. This Count is brought by Plaintiff, individually, and on behalf of a class consisting of all persons who, according to Defendants' records:

- a. within one year before the filing of this action (for FDCPA claims) or within three years before the filing of this action (for GBL 349 claims);
- b. were sent a written communication (including a pleading) or had a pleading filed in connection with a lawsuit against them;
- c. that was not returned by the postal service as undelivered;
- d. where the putative original creditor had a principal place of business outside the state of New York and/ or was incorporated outside of the state of New York when its cause of action accrued;
- e. where Defendants threatened a lawsuit, threatened to obtain attorney's fees or court costs, filed a lawsuit, served a lawsuit, prosecuted or assisted in prosecution of a lawsuit, maintained a lawsuit, or signed a pleading, affidavit, discovery instrument or other document in connection with a New York lawsuit, when that claim would be barred by the statute of limitations of the foreign state where the putative original creditor had its principal place of business and/or was incorporated when its cause of action accrued; and
- f. where the collections action would be time barred in the state where the putative original creditor had a principal place of business and/ or was incorporated.

27. Under Federal Rule of Civil Procedure 23, a class action is appropriate and preferable in this case because:

- a. The fact that there are hundreds of time barred collection suits that are the heart of this FDCPA lawsuit, the classes are so numerous that joinder of all members is impractical.

- b. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions include whether Exhibit C and the attachments thereto violate the FDCPA or N.Y. Gen. Bus. Law § 349 *et seq.*
  - c. The claims of Plaintiff are typical of the class members' claims. All are based on the same facts and legal theories. The only individual issue is the identification of the consumers who received the written communications or who had lawsuits filed against them, (i.e., the class members), which is a matter capable of ministerial determination from the Defendants' records.
  - d. Plaintiff will fairly and adequately represent the class members' interests. All claims are based on the same facts and legal theories and Plaintiff's interests are consistent with the interests of the class.
  - e. Plaintiff has retained counsel experienced in bringing class actions and collection abuse claims.

28. Written communications, such as those sent by Defendants, are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer."

29. A class action is superior for the fair and efficient adjudication of the class members' claims.

30. Congress specifically envisions class actions as a principal means of enforcing the FDCPA. See 15 U.S.C. § 1692k.

31. The class members are generally unsophisticated individuals unaware of the protections afforded them by the FDCPA, whose rights will not be vindicated in the absence of a class action.

32. Prosecution of separate actions by individual members of the classes would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interest of judicial economy.

33. Defendant hereby seeks a pre-motion conference for class certification under Rule 23(b)(3) of the Federal Rules of Civil Procedure, but requests deadlines for filing the motions be stayed until the substantial completion of class discovery.

**COUNT # 1: Violations of the federal Fair Debt Collection Practices Act.**

34. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

35. The purpose of the FDCPA is “to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692(e). See also Hamilton v. United Healthcare of La., Inc., 310 F.3d 385, 392 (5th Cir.2002) (“Congress, through the FDCPA, has legislatively expressed a strong public policy disfavoring dishonest, abusive, and unfair consumer debt collection practices, and clearly intended the FDCPA to have a broad remedial scope”).

36. Congress designed the FDCPA to be enforced primarily through private parties – such as plaintiff – acting as “private attorneys general.” See S. Rep. No. 382, 95th Con., 1st Sess. 5, (“The committee views this legislation as primarily self-enforcing; consumers who have been subject to debt collection abuses will be enforcing compliance”); and Jacobson v. Healthcare Fin.

Servs., 516 F.3d 85, 91 (2d Cir. N.Y. 2008) (“In this way, the FDCPA enlists the efforts of sophisticated consumers like [plaintiff] as ‘private attorneys general’ to aid their less sophisticated counterparts, who are unlikely themselves to bring suit under the Act, but who are assumed by the Act to benefit from the deterrent effect of civil actions brought by others.”)

37. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3) because she was alleged to owe a debt.

38. The obligation FRIC and S&L allege to be owed by plaintiff is a “debt” as defined by 15 U.S.C. § 1692a(5) because the putative credit card was incurred primarily for family, personal or household purposes.

39. Defendants are each a “debt collector” as defined in 15 U.S.C. § 1692a(6) their principal purpose is the collection of debts and/or they regularly attempt to collect debts, directly or indirectly.

40. S&L is a debt collector because it files tens of thousands of collection lawsuits, sends tens of thousands of collection lawsuits, and make tens of thousands of calls seeking to collect debts.

41. Volpe is a debt collector because he signs hundreds of collection lawsuit pleadings and litigates hundreds of collection lawsuits.

42. Page is a debt collector because she signs thousands of affidavits or verifications to be used in thousands of collection lawsuits.

43. FRIC is a “debt collector” because it purchases thousands of alleged consumer debts after they are in default with the putative original creditor. FRIC attempts to collect these debts,

directly or indirectly, through the filing of collections lawsuits, and through servicers and debt collection law firms who send thousands of collection letters, make thousands of collection telephone acts, and pursue thousands of collection lawsuits.

44. Defendants Ronald Lipshie (“Lipshie”) and Harvey Sharinn (“Sharinn”) are the named partners of S&L. On information and belief, S&L is a small law firm of five attorneys. S&L is a closely held corporation. Lipshie and Sharinn made the debt collection attempts directly and indirectly through S&L. On information and belief, Lipshie and Sharinn are the named partners who made the decisions to take the actions that form the basis of this complaint, who made the decision to file and to continue collection lawsuits for time barred debts, who developed the debt collection operations and policies S&L, and exercised control over the operation and management of the collection activities of S&L. On information and belief Lipshie and Sharinn exercised supervision and control over the attorneys at S&L who filed the time barred lawsuits on behalf of FRIC and others.

45. John Does # 1- 5 include servicers or subservicers for FRIC that FRIC uses in connection with attempts to collect debts. For example, according to the December 8, 2008 collection letter (Exhibit D) the putative debt that is the subject of this suit was owned by FRIC but serviced by another entity known as First Resolution Management Corporation (“FRMC”). To the degree that FRMC was acting as the conduit or the agent of FRIC in taking the actions listed in this complaint, FRMC may also bear FDCPA liability.

46. John Does # 5 - 10 are persons, currently known to Plaintiff, who made the decisions to take the actions that form the basis of this complaint, who made the decision to file and to continue collection lawsuits for time barred debts, who developed the debt collection operations

and policies of S&L, FRIC or the servicers of FRIC, and exercised control over the operation and management of the collection activities of S&L, FRIC or the servicers of FRIC.

47. The actions of Defendants enumerated in the above statement of facts constitute an attempt to collect a debt, or were taken in connection with an attempt to collect a debt, within the meaning of the FDCPA.

48. Defendants violated the following sections of the FDCPA: 15 USC 1692d, 1692e, and 1692f. By way of example and not limitation Defendants violated the FDCPA by taking the following actions in an attempt to collect a debt or in connection with an attempt to collect a debt: engaging in conduct the natural consequence of which is to harass, oppress or abuse any person; using false, deceptive or misleading representations or means; misrepresenting the character, amount, or legal status of the debt; misrepresenting the services rendered or compensation which may be lawfully received; threatening to take and actually taking an action prohibited by law, or which is not intended to be taken; using false, deceptive or misleading representations or means; using unfair or unconscionable means; and collecting or seeking to collect any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

**D. Count # 2: New York General Business Law Section 349 et seq.**

49. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

50. New York General Business Law Section 349(a) prohibits "deceptive acts or practices in

the conduct of any business, trade, or commerce, or in the furnishing of any service in this state..."

51. An individual "injured by reason of any violation of this section may bring an action in his own name to enjoin such unlawful act or practice, an action to recover his actual damages or fifty dollars, whichever is greater, or both such action." N.Y. Gen. Bus. Law § 349(h).

52. As enumerated above, Defendants violated N.Y. Gen. Bus. Law § 349 *et seq.* by using deceptive acts and practices in the conduct of their businesses. This includes threatening, filing, prosecuting, and maintaining hundreds of lawsuits seeking to collect time barred debts.

53. Defendants' conduct has a broad impact on consumers at large. Defendants' conduct impacts the hundreds of consumers in the state of New York who have had time barred collection lawsuits threatened, filed, prosecuted, or maintained against them.

54. Defendants committed the above described acts willfully and/or knowingly.

55. Defendants' wrongful and deceptive acts have caused injury and damages to Plaintiff and class members and unless enjoined will cause further irreparable injury. Actual damages include, without limitation, amounts paid as a result of the time barred lawsuits, the fees, costs, and lost time accrued in defending or responding to these time barred collection suits.

56. As a direct and proximate result of those violations of N.Y. Gen. Bus. Law § 349 *et seq.*, Plaintiff and class members have suffered compensable harm and are entitled to preliminary and permanent injunctive relief, as to recover actual and treble damages, costs and attorney's fees.

**E. JURY DEMAND.**

57. Plaintiff demands a trial by jury.

**F. PRAYER**

58. WHEREFORE, Plaintiff and members of the class request the following relief joint and severally against Defendants:

- a. An order certifying this case as a class action under FRCP 23;
- b. A declaration that Defendants have committed the violations of law alleged in this action;
- c. An order enjoining and directing Defendants to cease violating N.Y. Gen. Bus. Law § 349 *et seq.*;
- d. Statutory damages pursuant to 15 U.S.C. § 1692k and N.Y. Gen. Bus. Law § 349(h);
- e. An order awarding disbursements, costs, and attorney's fees pursuant to 15 U.S.C. § 1692k and N.Y. Gen. Bus. Law § 349 *et seq.*
- f. A judgment for actual, statutory, and treble damages;
- g. Prejudgment and post judgment interest as allowed by law;
- h. General relief;
- i. All other relief, in law and in equity, both special and general, to which Plaintiff and the class may be justly entitled.

Dated: Brooklyn, New York  
February 6, 2012

Respectfully submitted,

/s/ 

Ahmad Keshavarz  
ATTORNEY FOR PLAINTIFF  
The Law Office of Ahmad Keshavarz  
16 Court St., 26<sup>th</sup> Floor  
Brooklyn, NY 11241-1026  
Phone: (718) 522-7900  
Fax: (877) 496-7809  
Email: ahmad@NewYorkConsumerAttorney.com

Harvey Epstein, Esq.  
URBAN JUSTICE CENTER

BY: 

Nasoan Sheftel-Gomes, of counsel  
123 William Street, 16<sup>th</sup> Floor  
New York, NY 10038  
Phone: (646) 459-3013  
Fax: (212) 533-4598  
E-mail: nsheftel-gomes@urbanjustice.org

## **EXHIBIT A**

## CONSUMER CREDIT TRANSACTION

IMPORTANT!! YOU ARE BEING SUED!! THIS IS A COURT PAPER - A SUMMONS  
DON'T THROW IT AWAY!! TALK TO A LAWYER RIGHT AWAY!! PART OF YOUR PAY CAN BE TAKEN FROM  
YOU (GARNISHED). IF YOU DO NOT BRING THIS TO COURT, OR SEE A LAWYER, YOUR PROPERTY CAN  
BE TAKEN AND YOUR CREDIT RATING CAN BE HURT!! YOU MAY HAVE TO BRING THESE PAPERS  
TO THIS COURT RIGHT AWAY. THE CLERK (PERSONAL APPEARANCE ) WILL HELP YOU!!  
CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

**FIRST RESOLUTION INVESTMENT CORP**

Plaintiff

-Against-

**CAROLINE MAYORGA**

Defendant(s)

SUMMONS

Plaintiff's Address  
5190 NEIL RD SUITE 430

Reno NV 89502

Defendant's Address Defendant 2 address  
10248 184TH ST.  
HOLLIS NY 11423

081970-09

7/8/09

The basis of the venue is :A defendant resides in the County of QUEENS; the subject matter consumer credit transaction took place in the County of QUEENS

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED TO APPEAR IN THE CIVIL COURT OF THE CITY OF NEW YORK,  
COUNTY OF QUEENS AT THE OFFICE OF THE CLERK OF THE SAID COURT AT 89-17 SUTPHIN  
BLVD JAMAICA, NY 11435 WITHIN THE TIME PROVIDED BY LAW AS NOTED BELOW AND TO  
FILE YOUR ANSWER TO THE ANNEXED COMPLAINT WITH THE CLERK; UPON YOUR FAILURE  
TO ANSWER, JUDGMENT WILL BE TAKEN AGAINST YOU FOR THE SUM OF \$1,444.35 AND  
ATTORNEY FEES OF \$288.87 WITH INTEREST THEREON FROM THE DAY OF February 28, 2006 AT  
THE RATE OF 9%, TOGETHER WITH THE COSTS OF THIS ACTION. A COPY OF YOUR ANSWER  
SHOULD BE SERVED BY MAIL UPON THE ATTORNEYS FOR THE PLAINTIFF, SHARINN &  
LIPSHIE, P.C.

DATED: May 18, 2009

Signature (Rule 130-1.1-a(b))

Amanda Moreno  
SHARINN & LIPSHIE, P.C.  
333 EARLE OVINGTON BLVD, STE 302  
UNIONDALE, NEW YORK 11553  
(516) 873-6600

NOTE: The law provides that:

- (a) if this summons is served by its delivery to you personally within the CITY OF NEW YORK you must appear and answer within 20 days after such service; or
- (b) if this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY (30) days after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.
- (c) Where a defendant appears by an attorney, a copy of his answer shall be served upon the plaintiff's attorney, or upon the plaintiff if the plaintiff appears in person, at or before the time of filing the original answer with proof of service thereof.
- (d) In any action arising from a consumer credit transaction, if the form of summons provided for in subdivision (b) of this section is used:

DEFENDANTS P.O.B.:

Client#:

Account#: 5179457530004288

Claim #: AACAS889

WE ARE DEBT COLLECTORS. THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.

TRANSAZION DE CREDITO DEL CONSUMIDOR  
¡IMPORTANTE! UD. HA SIDO DEMANDADO!

ESTE ES UN DOCUMENTO LEGAL - UNA CITACION

¡NO LA BOTE!! CONSULTE CON SU ABOGADO ENSEGUITA! LE PUEDEN QUITAR PARTE DE SU SALARIO (EMBARGARLO) SI UD. NO SE PRESENTA EN LA CORTE CON ESTA CITACION LE PUEDEN CONFISCAR SUS BIENES (PROPIEDAD) Y PERJUDICAR SU CREDITO!! TAMBIEN ES POSIBLE QUE TENGA QUE PAGAR OTROS GASTOS LEGALES (COSTAS)! SI UD. NO TIENE DINERO PARA UN ABOGADO TRAIGA ESTOS PAPELES A LA CORTE IMMEDIATAMENTE. VENGA EN PERSONA Y EL SECRETARIO DE LA CORTE LE AYUDARA.

CORTE CIVIL DE LA CIUDAD DE NUEVA YORK  
CONDADO DE QUEENS

FIRST RESOLUTION INVESTMENT CORP

Demandante,  
CAROLINE MAYORGA

Demandado,

CITACION

La direccion del demandante  
5190 NEIL RD SUITE 430  
Reno NV 89502  
La direccion del demandado es  
10248 184TH ST HOLLIS NY 11423  
Otra direccion

Al demandado arriba mencionado:

USTED ESTA CITADO a comparecer en la Corte Civil de la Ciudad de Nueva York Condado de QUEENS a la oficina del Jefe Principal de dicha Corte en 89-17 SUTPHIN BLVD JAMAICA, NY 11435 en el Condado de QUEENS Ciudad y Estado de Nueva York, dentro del tiempo provisto por la ley segun la indicado abajo y a presentar su respuesta a la demanda al Jefe de la corte; si usted no comparece a contestar, se rendira sentencia contra usted en la suma de \$1,444.35 y los honorarios del abogado por la suma de \$288.87 con intereses desde February 28, 2006 .

Signature (Rule 130-1.1-a(b))

Amanda Moreno  
SHARINN & LIPSHIE, P.C.  
Abogado del demandante  
333 EARLE OVINGTON BLVD, STE 302  
UNIONDALE, NEW YORK 11553  
(516) 873-6600

Fechado May 18, 2009

NOTA: La Ley provee que:

(a) Si esta citacion es entregada a usted personalmente en la Ciudad de Nueva York, usted debe comparecer y responder dentro de VIENTE (20) dias despues de la entrega: O

(b) Si esta citacion es entregada a otra persona que no fuera usted personalmente, o si fuera entregada afuera de la ciudad de Nueva York, o por medio de publicacion, o por otros medios que no fueran entrega personal a usted en la Ciudad de Nueva York, usted tiene TREINTA (30) dias para comparacer y responder la demanda, despues de haberse presentado prueba de entrega de la citacion al Jefe de esta Corte.

DEMANDAD P.O.B.

\*\*NOSOTROS SOMOS COBRADORES DE DEUDAS. NUESTRA INTENCION ES COBRAR LA DEUDA Y CUALQUIER INFORMACION OBTENIDA SERA USADA PARA ESTE PROPOSITO.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

FIRST RESOLUTION INVESTMENT CORP

Plaintiff,

VERIFIED  
COMPLAINT

-Against-  
CAROLINE MAYORGA

Defendant(s)

Plaintiff, by its attorneys SHARINN & LIPSHIE, P.C. complaining of the defendant(s), respectfully, alleges:

1. That the plaintiff is duly licensed by the New York City Department of Consumer Affairs to collect debts in NYC. The NYC Dept. of Consumer Affairs License number for the plaintiff is 1276827
2. That at all times hereinafter mentioned, the Plaintiff, FIRST RESOLUTION INVESTMENT CORP A/A/O UNIFUND CCR PARTNERS A/A/O CHASE BANK USA NA, is a corporation with offices located at 5190 NEIL RD SUITE 430 Reno NV 89502.
3. That upon information and belief the Defendant(s) is/are and at all times hereinafter mentioned was/were a resident of the county where this action is brought.
4. The agreement sued upon herein was duly assigned to Plaintiff and notice thereof was duly given to Defendant(s).
5. That there are monies due from Defendant(s) to Plaintiff, plus agreed and /or reasonable attorney fees, if any, for charges incurred and/or loans granted in connection with credit card(s) issued by Plaintiff's assignor pursuant to credit card agreements(s) made in compliance with the law, a copy of which agreement(s) were duly mailed to Defendant(s), on which there is a balance due of \$1,444.35, and that in addition thereto is due attorney fees of \$288.87, making a total sum due from Defendant to Plaintiff of \$1,733.22, no part of which sum has been paid, although due and duly demanded.

6. The above debt arises from account number 5179457530004288.

WHEREFORE, plaintiff demands judgment against defendant(s) for the sum of \$1,444.35 with interest thereon from February 28, 2006, and attorney fees of \$288.87 plus costs and disbursements of this action.

Signature (Rule 130-1.1-a(b))

Dated: May 18, 2009  
Uniondale, New York

SHARINN & LIPSHIE, P.C.  
333 Earle Ovington Blvd  
Uniondale, New York 11553  
(516)873-6600

STATE OF WASHINGTON  
COUNTY OF WHATCOM

ANGEL PAGE BEING DULY SWORN, DEPOSES AND SAYS:

Deponent is the RECORDS CUSTODIAN of the plaintiff, and deponent makes this verification because he/she is familiar with the records maintained by plaintiff. Deponent has read the foregoing complaint and knows the contents thereof to be true. The grounds of deponent's belief as to all matters not stated upon deponent's own knowledge are as follows: records belonging to plaintiff(s) in possession of deponent.

Sworn to before me this  
26 day of MAY 2009

Notary Public  
State of Washington  
JEFF NICOLA GARGARO  
MY COMMISSION EXPIRES  
November 01, 2011

Client Acct # 5179457530004298  
Claim # AAC45889

*Angel Page*  
ANGEL PAGE  
RECORDS CUSTODIAN

\*\*\*WE ARE DEBT COLLECTORS. THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE\*\*\*

## **EXHIBIT B**

*Affidavit of Service*

CIVIL COURT OF THE CITY OF NEW YORK - COUNTY OF QUEENS  
District: Queens  
Part:

FIFTH RESOLUTION INVESTMENT CORP

- against -

CAROLINE MAYORGA

PLAINTIFF/PETITIONER

Attala: SHIP  
File No: AACABU  
Mongage:  
Internal ID: 10886  
Index: 081976-LG  
PAC File#: 0708700

STATE OF NEW YORK; COUNTY OF NASSAU; BK:

MICHAEL BALLATO, BEING DULY SWORN DEPOSES AND SAYS DEPOENT IS NOT A PARTY TO THIS ACTION AND IS OVER THE AGE OF EIGHTEEN YEARS AND RESIDES IN THE STATE OF NEW YORK.

That on 08/22/2009 at 02:30 PM at 10848 180TH STREET PHV, HHR, HOLLIS, NY 11423, defendant served the within SUMMONS AND VERIFIED COMPLAINT bearing Index Number and Filing Date endorsed thereon, on CAROLINE MAYORGA defendant therein named.

**SUITABLE**

AGE PERSON

By delivering 1 true copy(s) thereof to and leaving with "JANE DOE" - CO-OCUPANT a person of suitable age / 1 direction at the above address, the said premises being the defendant-respondents dwelling place within the City of New York.

**MAILING**

Defendant completed service under the last two sections by depositing 1 copy(s) of the above described papers post paid, properly addressed envelope in an official depository under the exclusive care and custody of the United States Post Office to the State of New York, on 08/22/2009 addressed to the defendant, CAROLINE MAYORGA at above address with the envelope bearing the legend "PERSONAL AND CONFIDENTIAL" and did not indicate or otherwise thereof that the communication was from an attorney or concerned an action against the defendant.

DEPOENT DESCRIBED THE INDIVIDUAL AS FOLLOWS:

Sex	Approx. Age	Approx. Height	Approx. Weight	Color of Eyes	Color of Hair
Female	40 to 60 yrs	5'4 to 5'7 1/2	125 to 140 lbs	Brown	Brown

Other: REFUSED TO REVEAL NAME

Deponent asked the indicated person whether the defendant and/or present occupant was presently in the military service of the United States Government or on active duty in the military service in State of New York or a dependent of anybody in the military and was told defendant and/or present occupant was not.

Date to before me on 08/22/2009



MICHAEL BALLATO

License no: 0870102

Commission expires 07/21/2011

200 SEP 29 AM 2011

## **EXHIBIT C**

Civil Court of the City of New York  
County of Queens

*ACC0588CJ*

Index No: CV-081976-09/QU

1ST RESOLUTION INVESTMENT CORPORATION  
-against-  
AROLINE MAYORCA

**ANSWER IN PERSON**  
**CONSUMER CREDIT TRANSACTION**

Defendant, CAROLINE MAYORCA, at 10245 184TH ST, Bronx, NY 11423, answers the Complaint as  
stated: 10/05/2009  
(Check all that apply)

General Denial: I deny the allegations in the complaint

**SERVICE**

- I did not receive a copy of the summons and complaint.
- I received the Summons and Complaint, but service was not correct as required by law.
- I do not own this debt.
- I did not incur this debt. I am the victim of identity theft or mistaken identity.
- I have paid all or part of the alleged debt.
- I dispute the amount of the debt.
- I do not have a business relationship with Plaintiff. (Plaintiff lacks standing.)
- The NYC Department of Consumer Affairs shows no record of plaintiff having a license to collect a debt.
- Plaintiff does not allege a debt collection license number in the Complaint.
- Statute of Limitations (the time has passed to sue on this debt: more than six years.)

**The debt has been discharged in bankruptcy.**

- The collateral (property) was not sold at a commercially reasonable price.
- Unjust enrichment (the amount demanded is excessive compared with the original debt.)
- Violation of the duty of good faith and fair dealing.
- Unconscionability (the contract is unfair.)
- Laches (plaintiff has excessively delayed in bringing this lawsuit to my disadvantage.)
- Defendant is in the military.
- Other:

**OTHER**

- Please take notice that my only source of income is \_\_\_\_\_, which is exempt from collection.
- COUNTERCLAIM**

Counterclaim(s): \$ Reason:

This case is scheduled to appear on the calendar as follows: April 19, 2012 in Part 11 - Self Represented Non-Jury, room 101 at 9:30 AM Both sides notified: \_\_\_\_\_

Shapiro & Lipsky PC (Counsel for Pts).  
333 East 180th Street, Suite 302  
Bronx, NY 11553.

**FILED**  
**GENERAL CLERK**  
DLI - 6 2009

**CLERK'S OFFICE - COURT OF QUEENS**

Civil Court of the City of New York  
County of Queens

Index No: CV-081976-09/QU

FIRST RESOLUTION INVESTMENT CORPORATION  
-against-  
CAROLINE MAYORGA

**AMENDED  
ANSWER IN PERSON  
CONSUMER CREDIT TRANSACTION**

Defendant, CAROLINE MAYORGA, at 10248 184TH ST, Hollis, NY 11423- , answers the Complaint as

Dated : 10/14/2009

(Check all that apply)

1 General Denial: I deny the allegations in the complaint

**SERVICE**

2 I did not receive a copy of the summons and complaint

3 X I received the Summons and Complaint, but service was not correct as required by law.

**DEFENSES**

4 I do not owe this debt

5 I did not incur this debt. I am the victim of identity theft or mistaken identity.

6 I have paid all or part of the alleged debt.

7 X I dispute the amount of the debt.

8 X I do not have a business relationship with Plaintiff. ( Plaintiff lacks standing.)

9 The NYC Department of Consumer Affairs shows no record of plaintiff having a license to collect a debt.

10 Plaintiff does not allege a debt collection license number in the Complaint.

11 X Statute of Limitations ( the time has passed to sue on this debt: more than six years.)

12 The debt has been discharged in bankruptcy.

13 The collateral (property) was not sold at a commercially reasonable price.

14 Unjust enrichment (the amount demanded is excessive compared with the original debt.)

15 Violation of the duty of good faith and fair dealing.

16 Unconscionability (the contract is unfair.)

17 Laches (plaintiff has excessively delayed in bringing this lawsuit to my disadvantage.)

18 Defendant is in the military.

19 Other:

**OTHER**

20 Please take notice that my only source of income is \_\_\_\_\_, which is exempt from collection.

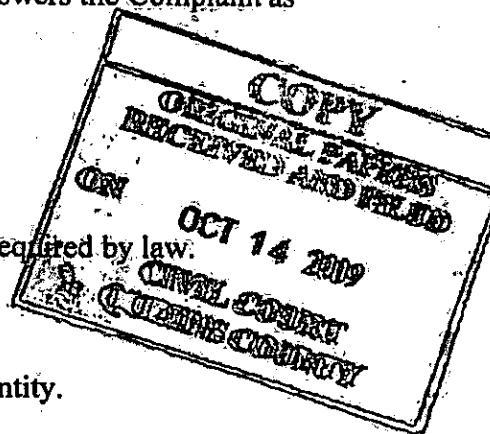
**COUNTERCLAIM**

21 Counterclaim(s): \$ Reason:

This case is scheduled to appear on the calendar as follows: April 19, 2010 in Part 11 - Self Represented Non-Jury, Room 101 at 9:30 AM Both sides notified: \_\_\_\_\_

To:

Sharinn & Lipshie PC (Counsel for Pltf)  
333 Earle Ovington Blvd, Suite 302  
Uniondale, NY 11553-



## **EXHIBIT D**

**\*\*CONSUMER CREDIT TRANSACTION\*\***

**CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS**

**FIRST RESOLUTION INVESTMENT CORP  
A/AO UNIFUND CCR PARTNERS A/A/O  
CHASE BANK USA NA**

Plaintiff,

Index No.:081976-09

-against-

**NOTICE OF MOTION**

**CAROLINE MAYORGA**

Defendant(s)

SIR:

**PLEASE TAKE NOTICE** that a motion will be made by the plaintiff at the time and place set forth below. Please take further notice that pursuant to CPLR 2214(b) any answering papers must be served at least seven (7) days prior to the return date of the motion.

**RETURN DATE:**

NOVEMBER 15, 2011 AT 9:30 A.M.

**PLACE OF MOTION:**

Civil Court: Queens County  
Part 32C, Room 102  
89-17 Sulphur Boulevard  
Jamaica, New York 11435

**SUPPORTING PAPERS:**

Affidavit of Angel Page  
Affirmation of Christopher Volpe  
Exhibit A- Application/Monthly Statements  
Exhibit B- Summons and Complaint  
Exhibit C- Answer  
Exhibit D- Bill of Sale/Account Agreement

**RELIEF REQUESTED:**

The above-entitled action is for an Order granting Summary Judgment pursuant to CPLR 3212 directing the clerk to enter judgment for the relief requested in the summons and complaint.

The above entitled action is for a contract.  
This action is on a trial calendar.  
The calendar number is S-09-QU-038911.

Pursuant to CPLR 2214(b), answering affidavits, if any, are required to be served upon the undersigned at least seven days before the return date of the motion.

Dated: Uniondale, New York  
October 19, 2011

Yours etc.,

---

Sharnn & Lipshtie, P.C.  
By: Christopher Volpe  
Attorneys for the Plaintiff  
333 Earle Ovington Blvd, Ste 302  
Uniondale, New York 11553  
(516) 408-5000

To: Nasoan Sheftel-Gomes, ESQ.  
URBAN JUSTICE CENTER  
123 William St., 18th Fl.  
New York, NY 10038

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

FIRST RESOLUTION INVESTMENT CORP A/A/O  
UNIFUND CCR PARTNERS A/A/O CHASE BANK USA NA

Plaintiff,

Index No.: 081976-09

Against

AFFIDAVIT OF FACTS

CAROLINE MAYORGA

Defendant(s)

STATE OF Washington )  
ss:  
COUNTY OF Whitman )

Angel Page being duly sworn deposes and says:

1. I am a Records Custodian of First Resolution Investment Corp. In my capacity of the Records Custodian, I regularly review, the plaintiff's books and records with respect to these outstanding accounts.

2. I am familiar with the facts and circumstances set forth in this affidavit based upon my review of the plaintiff's books and records which are kept in the regular course of the plaintiff's business and it is the regular course of the plaintiff's business to make these records. These records are made within a reasonable time after the transaction occurs. I submit this affidavit in support of the plaintiff's motion for summary judgment.

3. I have knowledge regarding account number 5179457530004288 which is made the subject of the lawsuit. Common account information includes the name and address of the Defendant; the history of charges representing purchases, cash advances; finance charges; fees imposed; payments made and credits received; and the outstanding balance due.

4. Heretofore, the defendant(s) did apply for and was issued that credit card by the original creditor, Chase Bank USA, NA. The defendant did thereafter use the credit card for the various purposes including purchase of goods and services and/or cash advance; that the defendant has been provided monthly statements as required by the federal Truth in Lending Act describing the amount due; that defendant did fail to make timely payments on the credit card account according to the terms of the card agreement and as requested on monthly statements of account; and that defendant is presently in default of those terms. By virtue of such a default the entire balance on the account is presently due and owing.

5. That prior to the commencement of this action, the defendant's credit card account was assigned to the plaintiff for value by Unifund CCR Partners and the plaintiff remains the owner of this account.

6. That the just and true balance due and owing is \$1,444.35.

7. That the debt referred to in the preceding paragraph is delinquent, past due and remains due and owing. Plaintiff is the party and entity to whom the delinquent debt is owed. There are no set offs, credits or allowances due or to become due from the plaintiff to the defendant.

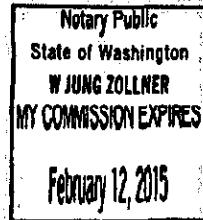
WHEREFORE, your deponent prays that the plaintiff be granted judgment for the relief requested in the complaint.

Sworn to before me this

21 day of Sept 2011

  
NOTARY

FILE#: AACAS889



CERTIFICATE OF CONFORMITY

I, John P. Piovie, an attorney-at-law of the State of Washington who resides in the State of Washington and is fully acquainted with the laws of the State of Washington pertaining to the acknowledgment or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgment or proof upon the foregoing document was taken by W. Jung Zollner a notary public in the State of Washington in the manner prescribed by the laws of the State of Washington and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 10 day of

October 2010

  
John P. Piovie, Esq. WSBA # 704  
Attorney at Law, State of Washington

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

FIRST RESOLUTION INVESTMENT CORP  
A/AO UNIFUND CCR PARTNERS A/AO  
CHASE BANK USA NA

Index No.: 081976-09

Plaintiff,

AFFIRMATION

-against-

CAROLINE MAYORGA

Defendant(s).

CHRISTOPHER VOLPE, an attorney at law, hereby affirms the following under  
penalty of perjury:

1. I am an associate of Sharinn & Lipshie, P. C., the attorneys for the plaintiff

and I am fully familiar with this matter based upon my review of the file and other  
records maintained in their office with regard to this matter. I submit this affirmation in  
support of plaintiff's motion for Summary Judgment against the defendant.

2. As stated in the accompanying affidavit of ANGEL PAGE, this action arises

from the default on a credit card agreement entered into with the plaintiff's assignor and  
subsequently assigned to the plaintiff for value. The plaintiff remains the owner of this  
account. Subsequent to the defendant's default this action was commenced.

3. As stated in the accompanying affidavit of ANGEL PAGE, the defendant has

never objected to any charges that appeared on any of her monthly statements.

4. Although an answer was interposed (appended to the affidavit of ANGEL  
PAGE as Exhibit "C"), that answer fails to raise a single triable issue of fact, judgment  
should be granted summarily.

5. On or about April 21, 2009 the defendant requested validation of debt. The

plaintiff provided the defendant with monthly statements for validation of this debt on

April 24, 2009.

6. Defendant alleges improper service.

7. Defendant's Answer was served on or about October 14, 2009.

8. CPLR 3211(e) as amended on August 8, 1996 and effective January 1, 1997, requires that defendant's failure to make a motion for judgment within 60 days after serving the answer asserting a lack of personal jurisdiction for a failure of service waives defendant's objection and the court's personal jurisdiction is assumed. "The purpose of the subject amendment to CPLR 3211(e) was to "require a party with a genuine objection to service to deal with the issue promptly and at the outset of the action ... ferret out unjustified objections and...provide for prompt resolution of those that

have merit." (Senate Mem in support of L 1996, ch 501, 1996 McKinney's Session Laws of NY, at 2443)., "Wade v. Byung Yang Kim, 250 A.D.2d323, 325(2d dept 1998).

"Defendants subject to the requirement [of CPLR 3211(e)] have obviously received notice of the action through some means, and have chosen to appear and assert the

**defense, rather than default. It is therefore appropriate to place the burden upon them**

**to press the defense by moving for judgment."** Abitol v. Schiff, 180

Misc.2d949,950(Queens Sup.1999). Here, defendant failed to comply with the

requirements of CPLR 3211(e) by failing to make an application to the court within 60

**days after serving the answer and has thereby waived, as a matter of law his "lack of**

**jurisdiction" defense. The requirements of jurisdictional predicate and due process requirements have been met. This court has obtained personal jurisdiction over the defendant.**

9. Plaintiff has brought this action within the six year statute of limitation pursuant

**to the CPLR. Therefore, plaintiff's action is not barred by the statute of limitations.**

10. The plaintiff received a Request for Discovery Demands and responded on September 30, 2011.

11. I am not an employee of the plaintiff. My usual hourly fee is \$200.00. I have already personally spent 30 minutes reviewing the file, and 1 1/2 hours preparing this motion. Although based upon the time spent and my hourly rate, the attorney's fees would already exceed \$250.00, the plaintiff is limiting its claim for attorneys fees to \$250.00.

WHEREFORE, it is respectfully requested that an order be issued striking the answer of the defendant and granting summary judgment in favor of the plaintiff and against defendant in the sum of \$1,444.35 with interest from February 28, 2006 plus

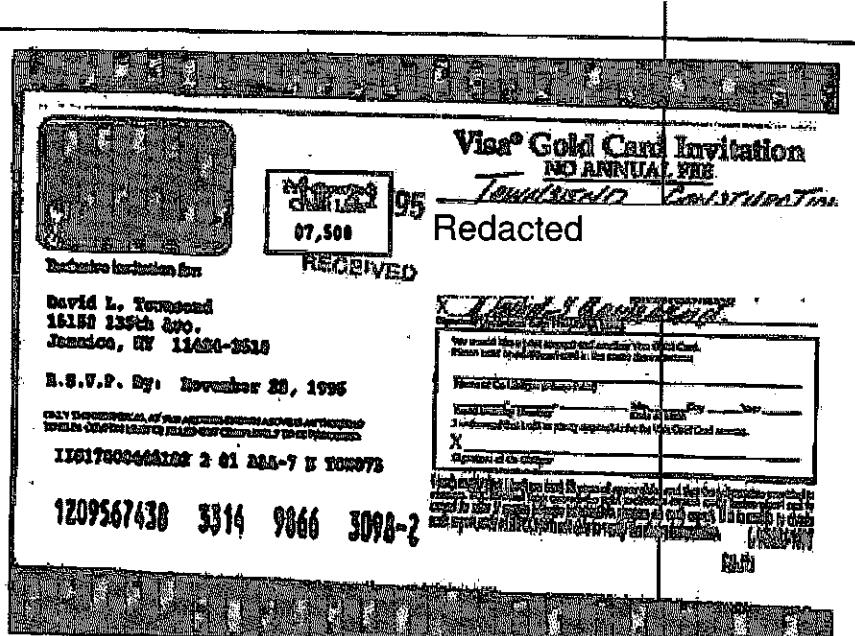
reasonable attorneys fees of \$250.00, and for such other and further relief as this court deems just and proper.

Dated: October 19, 2011



CHRISTOPHER VOLPE

FILE#: AAC A5889



4366 1880 5113 8880

A1045889

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 10/17/2004	NEW BALANCE \$ 300.00	MINIMUM DUE \$10.00
--------------------------------	--------------------------	------------------------

CAROLINE MAYORDO  
APT B  
1310B CENTRAL AVE  
FAR ROCKAWAY NY 11691

# Facsimile Copy

**CHASE**Chase Platinum MasterCard®  
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$ 300.00	10/17/2004	\$100	\$0.00	09/22/2004

Here is your Account Summary:

		TOTAL
Previous Balance		\$0.00
(+) Payments, Credits		\$0.00
(-) Purchases, Cash, Debits		\$300.00
(+) FINANCIAL CHARGES		\$0.00
(-) New Balances		\$300.00
Minimum Payment Due		\$10.00

Here are your Charges and Credits at a glance:

TRAN.	POST.	REF.	DATE	DATE	NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
1021	08/24	0000	10/01/04	10/01/04		BALANCE TRANSFER - STONEWALL STATION DC	0.00	0.00

Total of your credits and charges 0.00 300.00

THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING. FOR MORE INFORMATION, PLEASE CALL 1-877-782-8772 OR LOG ON TO [HTTP://WWW.CHASEPAYMENTPROTECTOR.COM](http://www.chasepaymentprotector.com).

CHASE ALL ONLINE: EVERYTHING YOU NEED TO GET THE MOST FROM YOUR CHASE CARD-ALL IN ONE PLACE. PAY YOUR CREDIT CARD BILL, GET THIS STATEMENT ONLINE, TRANSFER BALANCES, AND MORE. IT'S FREE AND EASY. DO IT ALL ONLINE - [HTTP://WWW.CHASEALLONLINE.COM](http://www.chaseallonline.com)

Here's how we determined your Finance Charge\*: Days in Billing Cycle: 30

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash Advance	0.000041%	\$0.00	\$0.00	\$0.00	0.00%	0.00%

\* Please see reverse side for finance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a Day, 7 days a week, toll-free at 1-800-334-0887 or write P.O. Box 12657, Wilmington, DE 19899-0657. Para Servicio al Cliente en Espa ol: 1-800-548-4464.

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE  
1/16/2004 | \$ 784.00 | \$15.00CAROLINE MAYORZA  
APT 5  
1319B CENTRAL AVE.  
FAR ROCKAWAY NY 11691

# Facsimile Copy

**CHASE**Chase Platinum MasterCard  
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$784.00	1/16/2004	\$100	\$10	10/16/2003

**Here is your Account Summary:**

Previous Balance (+) Purchases, Credit (+) Purchases, Cash, Credits (+) FINANCE CHARGES (-) New Balances	TOTAL	
(+) Purchases, Credit		\$800.00
(+) Purchases, Cash, Credits		10.00
(+) FINANCE CHARGES		0.00
(-) New Balances		0.00
Minimum Payment Due		784.00
		\$15.00

**Here are your Charges and Credits at a glance:**

TRAN. DATE	POST. DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
10/13	10/13	10/13	TELLER PAYMENT/CASH - THANK YOU	10.00	
Total of your credits and charges					
THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING. FOR MORE INFORMATION, PLEASE CALL 1-877-732-8772 OR LOG ON TO <a href="http://WWW.CHASEPAYMENTPROTECTOR.COM">HTTP://WWW.CHASEPAYMENTPROTECTOR.COM</a> .					
CHASE ALL ONLINE: EVERYTHING YOU NEED TO GET THE MOST FROM YOUR CHASE CARD - ALL IN ONE PLACE! PAY YOUR CREDIT CARD BILL, GET THIS STATEMENT ONLINE, TRANSFER BALANCES, AND MORE...IT'S FREE...JOIN UP NOW...GO TO <a href="http://WWW.CHASEALLONLINE.COM">WWW.CHASEALLONLINE.COM</a>					

Here's how we determined your Finance Charge\*: Days in Billing Cycle: 29

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash Advances	0.00000000	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Purchases	0.00000000	\$0.00	\$0.00	\$0.00	0.00%	0.00%

\*Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a Day, 7 days a week, toll-free at 1-800-334-0001 or write P.O. Box 10857, Washington, DC 20009-0857. Para Servicio al Cliente en Espanol: 1-800-553-0424

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE | NEW BALANCE  
12/14/2004 | \$ 768.00 | MINIMUM DUE  
\$16.00CAROLINE MAYORGA  
APT 5  
1310B CENTRAL AVE  
PAR ROCKAWAY NY 11301

# Facsimile

## Copy

Chase Payment MasterCard®  
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$768.00	12/14/2004	\$1000	\$32	11/11/2004

Here is your Account Summary:

	TOTAL
Previous Balance	\$768.00
(+) Payments, Credits	16.00
(-) Purchases, Cash, Debits	0.00
(+) FINANCE CHARGES	0.00
(-) New Balance	768.00
Minimum Payment Due	\$16.00

Here are your Charges and Credits at a glance:

TRAN DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
11/11/04	11/11/04	4572	TELLER PAYMENT CASH - THANK YOU	16.00	
Total of your credits and charges					
16.00 0.00					

THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING. FOR MORE INFORMATION, PLEASE CALL 1-877-712-4572 OR LOG ON TO [HTTP://WWW.CHASEMPAYMENTPROTECTOR.COM](http://www.chasempaymentprotector.com).  
 CHARGE ALL ONLINE: EVERYTHING YOU NEED TO GET THE MOST FROM YOUR CHASE CARD-ALL IN ONE PLACE! PAY YOUR CREDIT CARD BILL, GET THIS STATEMENT ONLINE, TRANSFER BALANCES, AND MORE...IT'S FREE. SIGN UP NOW! GO TO [WWW.CHASEONLINE.COM](http://www.chaseonline.com).

Here's how we determined your Finance Charge\*: Due in Billing Cycle: 29

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCIAL CHANGE	TOTAL FINANCIAL CHANGE	JOURNAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash Advances	0.000073% 0.0073%	\$60.00	\$16.00	\$16.00	20.70%	20.70%

\* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a Day, 7 days a week, toll-free at 1-800-334-0801 or write P.O. Box 52007, Wilmington, DE 19854-5207. Para Servicio al Cliente en Espa ol 1-800-545-0484

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE  
6/16/2006 | \$762.00 | \$16.00CAROLINE MAYORGA  
APT B  
1310B CENTRAL AVE  
FAR ROCKAWAY NY 11691

# Facsimile Copy

Chase Payment MasterCard®  
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$762.00	06/16/2006	3000	300	13020604

Here is your Account Summary:

Previous Balance (+) Payments, Credits (-) Purchases, Cash, Debits (%) FINANCE CHARGES (-) Net Balance	TOTAL
(+) Payments, Credits (-) Purchases, Cash, Debits (%) FINANCE CHARGES (-) Net Balance	762.00
Minimum Payment Due	\$16.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST. DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
1999-12-31	1999-12-31	10001	CHASE PAYMENT CASH - THANK YOU	16.00	0.00

Total of your credits and charges

THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING. FOR MORE INFORMATION, PLEASE CALL 1-877-782-8772 OR LOG ON TO [HTTP://WWW.CHASEPAYMENTPROTECTOR.COM](http://WWW.CHASEPAYMENTPROTECTOR.COM). BUYING A CAR? LET CHASE HELP YOU SAVE MONEY, TIME AND AVOID HASSLES. CALL 1-800-222-6001 OR GO TO: [WWW.CHASEAUTOLOAN.COM](http://WWW.CHASEAUTOLOAN.COM). LOG INTO [WWW.CHASEONLINE.COM](http://WWW.CHASEONLINE.COM) TODAY. PAY YOUR BILL, TRANSFER BALANCES, GET THIS STATEMENT. IT'S FREE AND EASY! DO IT TODAY!

Here's how we determined your Finance Charge\*: Day 1 Billing Cycle 33

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC FIN. CHARGE	TOTAL FINANCIAL CHARGE	MONTHLY PERIODIC RATE	ANNUAL PERIODIC RATE
Cash Advance	0.00001%	\$0.00	\$0.00	\$0.00	0.0001%	0.00%

\* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll-free at 1-800-334-0601 or write P.O. Box 18007, Wilmington, DE 19803-0007. Pay Service of Chase on Express: 1-800-345-0494

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE | NEW BALANCE  
02/15/2008 | \$737.00 | MINIMUM DUE  
\$14.00

CAROLINE MAYORGA  
APT B  
13105 CENTRAL AVE  
FAR ROCKAWAY NY 11391

# Facsimile Copy

CHASE

CHASE PREDATOR MasterCard  
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE \$900	TOTAL AVAILABLE CREDIT \$90	STATEMENT CLOSING DATE
\$737.00	02/15/2008			01/15/2008

## Here is your Account Summary:

TOTAL	
Previous Balance	\$762.00
(+) Payments, Credit	15.00
(+) Purchases, Cash, Debit	0.00
(+) FINANCIAL CHARGES	0.00
(-) New Balance	737.00
Minimum Payment Due	\$14.00

## Here are your Charges and Credits at a glance:

TRAN.	POST. DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDIT	CHARGE
02/05/2008	02/05/2008	TELLER PAYMENT CASH - THANK YOU		15.00	0.00
			Total of your credits and charges	15.00	0.00

LOG INTO WWW.CHASEBANKONLINE.COM/TM TODAY. PAY YOUR BILL,  
TRANSFER BALANCES, GET THIS STATEMENT. IT'S FREE AND EASY! DO  
IT TODAY!

## Here's how we determined your Finance Charge\*: Days in Billing Cycle: 30

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MON. FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.0001%	\$0.00	\$0.00	\$0.00	21.36%	0.00%
Purchases	0.0001%	\$0.00	\$0.00	\$0.00	14.20%	0.00%

\*Please see reverse side for balance computation method and other important information.

Questions need your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll-free at 1-800-334-0801 or write P.O. Box 10007, Wilmington, DE 19898-0007. Para Servicio al Cliente en Espa ol: 1-800-545-0494.

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 03/06/2005 | NEW BALANCE \$778.82 | MINIMUM DUE \$28.00

CAROLINE MAYORGA  
APT B  
1310B CENTRAL AVE  
PAR ROCKAWAY NY 11691

# Facsimile Copy



Chase Platinum MasterCard®  
ACCOUNT NUMBER: 5179 4575 3000 4288

Here is your Account Summary:

	TOTAL
Previous Balance	\$778.82
(+) Payment, Credits	0.00
(+) Purchases, Cash, Credits	41.11
(+) FINANCIAL CHARGES	1.01
(+) New Balance	778.82
Minimum Due	18.00
Paid Due - Pay Immediately	14.00
Minimum Payment Due	\$28.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST. DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDIT	CHARGE
			PAYOUT PROTECTOR AT \$1.00 PER STATEMENT LATE CHARGE - MIN PAYM NOT RECEIVED BY DATE		
			Total of your credits and charges	0.00	41.11

WHEN FREE ISN'T ENOUGH, OPEN A CHASE CHECKING ACCOUNT. FREE ONLINE CHECK IMAGING, FREE EMAIL ALERTS, FREE ACCESS TO OVER 6,000 ATMS NATIONWIDE, FREE ONLINE BILL PAYMENTS WITH QUALIFYING CONSUMER ACCOUNTS, FREE CHECKING WITH DIRECT DEPOSIT. VISIT A BRANCH OR WWW.CHASE.COM TODAY!

CONCERNED ABOUT TODAY'S UNCERTAIN INTEREST RATES? REFINANCE YOUR ADJUSTABLE RATE TO A FIXED RATE MORTGAGE. CALL 1-866-859-4355. LET CHASE HOME FINANCE HELP FIND WAYS TO SAVE YOU MONEY. ALL LOANS SUBJECT TO CREDIT AND PROPERTY APPROVAL. EQUAL HOUSING LENDER.

A FRIENDLY REMINDER: YOUR ACCOUNT IS PAST DUE. PLEASE SEND PAYMENT TO PROTECT YOUR CREDIT PRIVILEGE. IF YOU'VE ALREADY PAID THANK YOU.

Here's how we determined your Finance Charge\*: (Days in Billing Cycle: 31)

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCIAL CHARGE	TOTAL FINANCIAL CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash Purchases	0.000101%	\$778.82	\$0.00	\$0.00	3.37%	3.37%
Transferred Balances	0.000101%	\$778.82	\$0.00	\$0.00	3.37%	3.37%

Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a Day, 7 days a week, toll-free at 1-800-334-0001 or write P.O. Box 1683, Washington, DC 20009-1194. Perks Benefits of Chase on Exports: 1-800-645-0464

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE  
04/17/2005 | \$ 762.10 | \$15.00

CAROLINE MAYORGA  
APT B  
1310B CENTRAL AVE  
FAR ROCKAWAY NY 11391

# Facsimile Copy



Chase Preferred MasterCard®  
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$ 762.10	04/17/2005	\$500	\$33	03/22/2005

Here's your Account Summary:

	TOTAL
Previous Balance	\$770.82
(-) Payments, Credits	25.00
(+) Purchases, Cash, Debits	0.00
(+) FINANCIAL CHARGES	8.18
(+) New Balance	762.10
<b>Minimum Payment Due</b>	<b>\$15.00</b>

Here are your Charges and Credits at a glance:

TRAN. DATE	POST. DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDIT	CHARGE
03/20	03/19	000MV	PAYOUT PROTECT/TAX EXEMPT STX00		0.00
TELLER PAYMENT CASH - THANK YOU					
Total of your credits and charges					
OPEN A CHASE FREE CHECKING ACCOUNT WITH DIRECT DEPOSIT! FREE ONLINE CHECK DRAFTING! FREE EMAIL ALERTS! FREE ACCESS TO OVER 6,000 CHASE AND BANK ONE ATMs NATIONWIDE! FREE CHASE ONLINE BILL PAYMENT! CHASE FREE CHECKING WITH DIRECT DEPOSIT! VISIT A BRANCH OR WWW.CHASE.COM TODAY!					
AS A VALUED CREDIT CARD CUSTOMER YOU CAN GET SPECIAL SAVINGS <b>ON YOUR CLOSING COSTS WHEN YOU GET A MORTGAGE FROM CHASE HOME FINANCE CALL US AT 1-800-339-5353. ALL LOANS SUBJECT TO CREDIT AND PROPERTY APPROVAL. CERTAIN RESTRICTIONS AND LIMITATIONS APPLY. EQUAL HOUSING LENDER.</b>					

Here's how we determined your Finance Charge\*: Date in Billing Cycle: 26

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE*	PERIODIC FINANCIAL CHARGE	TOTAL FINANCIAL CHARGE	MONTHLY PERIODIC RATE	ANNUAL PERIODIC RATE
Cash	0.0000%	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Payments	0.0000%	\$770.82	\$0.00	\$0.00	0.00%	0.00%
Interest and Interest	0.0000%	\$0.00	\$0.00	\$0.00	0.00%	0.00%

\*Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a Day, 7 days a week, 1-800-339-5353.  
0001 or write P.O. Box 15630, Wilmington, DE 19890-0630. Para Servicio al Cliente en Espanol: 1-800-543-9494.

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE | NEW BALANCE  
02/03/2005 | \$700.00 | MINIMUM DUE  
\$15.00CAROLINE MAYORGA  
APT 2R  
6629 101ST ST  
WOODHAVEN NY 11421

# Facsimile

## Copy

CHASE

Chase Financial Management Center  
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE \$800	TOTAL AVAILABLE CREDIT \$35	STATEMENT CLOSING DATE 04/21/2005
----------------	---------------------	-------------------------------	-----------------------------------	---

Here is your Account Summary:

TOTAL	
Previous Balance	\$700.00
(+) Payments, Credits	15.00
(+) Purchases, Cash Advance	0.00
(+) FINANCIAL CHARGES	0.00
(-) New Balance	700.00
Minimum Payment Due	\$15.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDIT	CHARGE
04/18	04/18	V25	PAYOUT PROTECTOR AT \$.00 PER TRANSACTION PAYMENT - THANK YOU	15.00	0.00

Total of your credits and charges

15.00 0.00

OPEN A CHASE FREE CHECKING ACCOUNT WITH DIRECT DEPOSIT! FREE  
ONLINE CHECK MACHINES! FREE EMAIL ALERTS! FREE ACCESS TO OVER  
6,000 CHASE ATM'S NATIONWIDE! FREE CHASE ONLINE  
BILL PAYMENT! CHASE FREE CHECKING WITH DIRECT DEPOSIT! VISIT

A BRANCH OR WWW.CHASE.COM TODAY!

FOUND THE HOME OF YOUR DREAMS? TALK TO CHASE HOME FINANCE  
FIRST, AND GET SPECIAL SAVINGS ON CLOSING COSTS. CALL A CHASE  
MORTGAGE CONSULTANT TODAY AT 1-800-838-8333. ALL LOANS SUBJECT  
TO CREDIT AND PROPERTY APPROVAL. CERTAIN OTHER RESTRICTIONS  
AND LIMITATIONS MAY APPLY. EQUAL OPPORTUNITY LENDER.

Here's how we determined your Finance Charge:

Days in Billing Cycle: 29

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC FINAN. CHARGE	TOTAL FINAN. CHARGE	NOMINAL FINAN. PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash Purchases	0.00057%	\$0.00	\$0.00	\$0.00	21.20%	0.00%
Unadjusted Balance	0.00057%	\$707.31	\$0.00	\$0.00	14.14%	14.70%
	0.00057%	\$0.00	\$0.00	\$0.00	14.70%	14.70%

\* Please see reverse side for balance computation method and other important information.

Concerned about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a Day, 7 days a week, 1-877-242-0881 or write P.O. Box 10000, Washington, DC 20004-0000. Para Servicio al Cliente en Espanol: 1-800-843-0484

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 06/14/2005 | NEW BALANCE \$798.24 | MINIMUM DUE \$15.00

CAROLINE MAYORGA  
4229 101ST ST APT 2R  
RICHMOND HILL, NY 11418-4119

# Facsimile Copy

Chase Freedom MasterCard  
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE \$798.24	PAYMENT DUE DATE 06/14/2005	CREDIT LINE \$200	AVAILABLE CREDIT \$33	CLOSING DATE 06/20/2005
----------------------------	-----------------------------------	----------------------	--------------------------	----------------------------

## Here is your Account Summary:

	TOTAL
Previous Balance	\$798.24
(+) Payment, Check	15.00
(+) Purchases, Cash, Debits	6.00
(+) FINANCIAL CHARGES	6.15
(+) Net Balance	798.24
Minimum Payment Due	\$15.00

## Here are your Charges and Credits in a glance:

TRAN. DATE	POST. DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
06/17	06/17	GOVT	PAYOUT PROTECTOR AT ATM PER TRADE TELLER PAYMENT CASH - THANK YOU	15.00	0.00

Total of your credits and charges: 15.00 0.00

OPEN A CHASE FREE CHECKING ACCOUNT WITH DIRECT DEPOSIT! FREE ONLINE CHECK IMAGING! FREE EMAIL ALERTS! FREE ACCESS TO OVER \$100 CHASE AND BANK ONE ATMs! NATIONWIDE! FREE CHASE ONLINE BILL PAYMENT! CHASE FREE CHECKING WITH DIRECT DEPOSIT! VISIT A BRANCH OR WWW.CHASE.COM TODAY!

FOUND THE HOME OF YOUR DREAMS? TALK TO CHASE HOME FINANCE FIRST, AND GET SPECIAL SAVINGS ON YOUR CLOSING COSTS. CALL A CHASE MORTGAGE CONSULTANT TODAY AT 1-800-439-0335. ALL LOANS ARE SUBJECT TO CREDIT AND PROPERTY APPROVAL. CERTAIN RESTRICTIONS AND LIMITATIONS APPLY. EQUAL HOUSING LENDER.

Here's how we determined your Finance Charge\*: Due in Billing Cycle 29

	DAILY PERIOD RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCIAL CHARGES	TOTAL FINANCIAL CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Debt	0.000267%	\$12.00	\$0.00	\$0.00	21.18%	6.00%
Purchase	0.001074%	\$798.24	\$0.15	\$0.15	14.85%	4.00%
Interest-Free Balance	0.001074%	\$0.00	\$0.00	\$0.00	14.85%	4.00%

\* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a Day, 7 days a week, toll-free at 1-800-334-6601 or write P.O. Box 15888, Wilmington, DE 19886-5888. Pen Service of Chase on Expedit: 1-800-545-4684

PAYMENT DUE DATE 07/17/2006 | NEW BALANCE \$ 707.57 | MINIMUM DUE \$15.00

ACCOUNT NUMBER: 5179 4575 3000 4288

CAROLINE MAYOROA  
8529 101ST ST APT 2R  
RICHMOND HILL, NY 11418-1116

# Facsimile Copy



Chase Financial Member Cards  
ACCOUNT NUMBER 5179 4575 3000 4288

NEW BALANCE \$ 707.57	PAYMENT DUE DATE 07/17/2006	TOTAL CREDIT LINE \$1000	TOTAL AVAILABLE CREDIT \$92	STATEMENT CLOSING DATE 04/22/2006
--------------------------	--------------------------------	-----------------------------	--------------------------------	--------------------------------------

Here is your Account Summary:

Previous Balance	TOTAL
(+) Payments, Credits	\$765.24
(+) Purchases, Cash, Debits	15.00
(+) PURCHASE CHARGES	0.01
(-) New Balance	707.57
Minimum Payment Due	\$15.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST. DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
06/01	06/01	90477	PAYOUT PROTECTOR AT TELLER PAYMENT - THANK YOU	15.00	0.00

Total of your credits and charges: 15.00 0.00

DUE TO IMPROVEMENTS BEING MADE TO OUR ELECTRONIC PAYMENT SERVICE, WE WILL NOT BE ABLE TO PROCESS EPAYS FROM WED, JULY 20TH AT 4:00 P.M. UNTIL MON, JULY 25TH AT 8:00 A.M. EASTERN TIME. WE THANK YOU FOR YOUR PATIENCE AND APOLOGIZE FOR ANY INCONVENIENCE THIS MAY CAUSE.

OPEN A CHASE FREE CHECKING ACCOUNT WITH DIRECT DEPOSIT! FREE ONLINE CHECK IMAGING! FREE EMAIL ALERTS! FREE ACCESS TO OVER 6,000 CHASE AND BANK ONE ATMs! NATIONWIDE! FREE CHASE ONLINE BILL PAYMENT! CHASE FREE CHECKING WITH DIRECT DEPOSIT! VISIT A BRANCH OR WWW.CHASE.COM TODAY!

FIND THE HOME OF YOUR DREAMS! TALK TO CHASE HOME FINANCE FIRST, AND GET SPECIAL SAVINGS ON YOUR CLOSING COSTS. CALL A CHASE MORTGAGE CONSULTANT TODAY AT 1-800-836-8336. ALL LOANS ARE SUBJECT TO CREDIT AND PROPERTY APPROVAL. CERTAIN RESTRICTIONS AND LIMITATIONS APPLY. EQUAL HOUSING LENDER.

Here's how we determined your Finance Charge\*: Days in Billing Cycle: 33

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.00025%	\$10.00	\$0.00	\$0.00	21.35%	6.00%
Purchases	0.04167%	\$707.57	\$1.23	\$1.23	14.00%	14.00%
Balance Transfers	0.04167%					

\*Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a Day, 7 days a week, toll-free at 1-800-334-0801 or write P.O. Box 1550, Washington, DC 20044-0550. Para Servicio al Cliente en Espanol: 1-800-345-0404

PAYMENT DUE DATE | NEW BALANCE  
08/14/2008 | \$ 758.43 | MINIMUM DUE  
\$15.00

ACCOUNT NUMBER: 5179 4575 3000 4288

CAROLINE MAYORGA  
8229 191ST ST APT 2R  
RICHMOND HILL NY 11418-1110

# Facsimile Copy



Chase PaymentMasterCard  
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE \$ 758.43	PAYMENT DUE DATE 08/14/2008	TOTAL CREDIT LINE \$600	TOTAL AVAILABLE CREDIT \$44	STATEMENT CLOSING DATE 08/28/08
-----------------------------	-----------------------------------	-------------------------------	-----------------------------------	---------------------------------------

Here is your Account Summary:

	TOTAL
Previous Balance	\$157.87
(+) Payments, Credit	21.01
(+) Purchases, Cash, Debit	0.00
(+) FINANCE CHARGES	.87
(+) New Balance	758.43
<b>Minimum Payment Due</b>	<b>\$15.00</b>

Here are your Charges and Credits at a glance:

TRAN. DATE	TYPE	REF.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
08/05 08/20	TOP		PAYOUT PROTECTION REFUND	0.00	
07/29 07/29	APL		PAYOUT THANK YOU	0.00	

Total of your credits and charges: 21.01 0.00

Here's how we determined your Finance Charge:

Days in Billing Cycle: 28

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODICAL FINANCE CHARGE	TOTAL FINANCE CHARGE	MINIMUM ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.00047%	\$0.00	\$0.00	\$0.00	22.24%	22.24%
Payments	0.01124%	\$151.70	\$1.67	\$1.67	46.24%	46.24%
Unpaid Balance	0.01124%	\$600.00	\$6.72	\$6.72	13.24%	13.24%

\* Please see reverse side for balance computation method and other important information.

Conditions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a Day, 7 days a week, toll-free at 1-800-334-0601 or write P.O. Box 10000, Wilmington, DE 19899-0600. Free Service of Checks on Express: 1-800-543-0454

Statement for account number: 5177457530004288000788 AND 00839860000002  
 New Balance 503.00 Payment Due Date 02/01/12 Past Due Amount \$11.00 Minimum Payment \$10.00  
 Amount Unpaid [REDACTED] Subject to change based on statement date.  
Subject to change based on statement date.



5177457530004288000788 AND 00839860000002

CHASE BANK USA,  
NATIONAL ASSOCIATION  
ONE CHASE PLAZA  
MANHATTAN HILL, NY 10462-1119

CUSTOMER SERVICE  
PO BOX 19150  
WILMINGTON, DE 19886-0150

#5000 160285 40375300062884#



Statement Date: 02/01/12 - REGULAR  
 Payment Due Date: 02/01/12  
 Minimum Payment Due: \$7.00  
 Reporting Date: 02/01/12  
 TDS: 1-800-449-9220  
 CASH U.S. and abroad: 1-800-334-4220

**MASTERCARD ACCOUNT SUMMARY** Account Number: 5177457530004288000788 AND 00839860000002

Previous Balance	\$503.00	Total Credit Line	\$500.00	CHARGEBACKS
Purchases, Cash, Checks	\$11.00	Available Credit	\$0.00	P.O. Box 19150
Phone Charge	\$0.00	Cash Advance/Lite	\$0.00	WILMINGTON, DE 19886-0150
New Balance	\$503.00	Availability for Cash	\$0.00	MAIL TO US AT:

MAIL TO US AT:  
 5177457530004288000788

Your credit and reward is past due! Please send payment immediately.  
 Call 1-800-334-4220 (and 1-800-334-4220) today.

An apology for any inconvenience your account has caused the institution that issued it.

**FLATRATE REBATE SUMMARY**

Previous rebate balance	\$0.00	To reduce your Flexible Rewards points, call
Purchases made on purchases this month	\$0.00	1-800-334-4220, or log on to
New total rebate balance	\$0.00	www.ChaseCardRewards.com for 24-hour access to your rewards progress.

**TRANSACTIONS**

Type	Reference Number	Merchant Name or Transaction Description	Amount	
			Credit	Debit
0010	LAWFEE		\$0.00	
0022	OVERDRAFT FEE			\$0.00

**FINANCE CHARGES**

Category	Daily Purchase Rate	Compounding	Average Daily Balance	Finance Charge Due To Flexible Pay	Transaction Fee	FINANCIAL CHARGES
Debtors	1.2% Daily Interest	APR				
Purchases	1.2% APR		\$503.00	\$10.48	\$0.00	\$10.48
Cash Advances	1.2% APR		\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges				\$10.48		

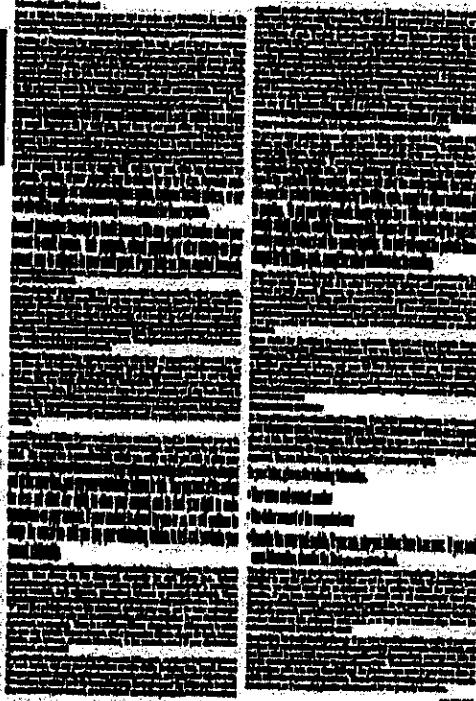
Effective Annual Percentage Rate (EAP): 10.48%

Please see reverse side for balance computation method, grace period, and other important information.

The Compounding APR is the rate of interest you pay when you carry a balance or any transaction category. The Effective APR represents your total finance charges - including transaction fees such as cash advances and balance transfers - expressed as a percentage.

This Statement is a Facsimile - Not an original.

Address Change Request  
Please provide the following information:  
Current Address  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
New Address  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_





Address Change Request  
Please provide information below only if you address information has changed.

Street Address: [REDACTED]

City: [REDACTED]

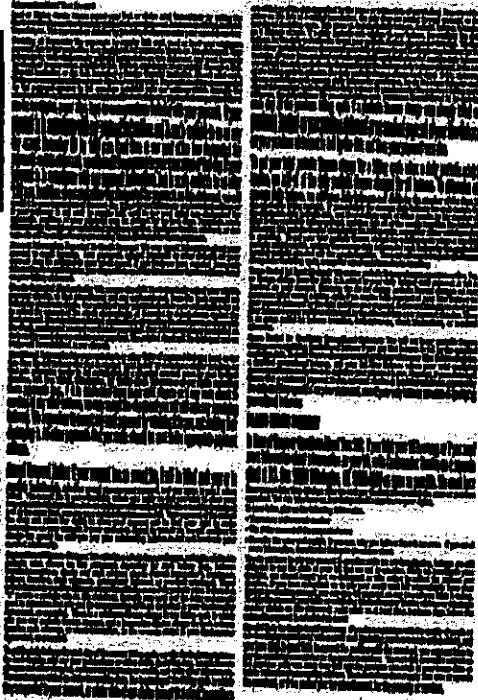
State: [REDACTED]

Zip: [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Email Address: [REDACTED]



Statement Account number: #170 4075 3004 4266  
 New Balance \$1,000.00 Payment Due Date 11/06/03 Past Due Amount \$0.00 Minimum Payment \$25.00  
 Account Status:

CHASE

51794876300042840003053400103034000000008

CHASE BANK U.S.A.  
 1000 Corporate Park Drive, Suite 1100  
 Wilmington, DE 19801-1119  
 CHASEMOTORCARS SERVICE  
 PO BOX 50101  
 WILMINGTON DE 19855-0101

45000160284 40375100042844

CHASE

Statement Date: 08/22/05	To Date: 10/1/05	Customer Address:
Payment Due Date: 09/1/05	From Date: 08/22/05	In U.S.: 1-800-445-7027
Minimum Payment Due: \$25.00		Standard: 1-800-445-2220
		TDD: 1-800-445-5020
		Outside U.S. and Canada: 1-800-445-4200

**MASTERCARD ACCOUNT SUMMARY** Account Number: #170 4075 3004 4266

Private Label	\$0.00	Total Credit Line	\$0.00
Available Credit, Credit	\$0.00	Available Credit	\$0.00
Interest Charges	\$0.00	Interest Rate on Credit	0%
New Balance	\$1,000.00	Interest Rate on Credit	0%

Your Chase credit card has reached its credit limit. To increase your credit limit, call 1-800-445-7027 or go online at [www.chase.com](http://www.chase.com). Visit us online at [www.chase.com](http://www.chase.com) for more information.

**CHASE CREDIT CARD SUMMARY**

Private Label Billing	<input type="checkbox"/>	To receive your Chase credit card, call 1-800-445-7027 or go online at <a href="http://www.chase.com">www.chase.com</a> .
Bill issued by previous 12 months	<input type="checkbox"/>	www.Chase.com/creditcardfor12months
No late payment history	<input type="checkbox"/>	www.chase.com/latepayments

**TRANSACTIONS**

Type	Date	Reference Number	Description	Amount	Code	Date
RECEIVE	08/22/05		CREDIT CARD PAYMENT	\$1,000.00		08/22/05
REFUND	08/22/05		LATE FEE	\$25.00		08/22/05

**FINANCIAL CHARGES**

Category	Daily Periodic Rate Corresponding APR	Average Daily Balance	Finance Charge Due	Terminals	FINANCE CHARGES	
					To Periodic Rate	Fee
Purchases	V AT 10.9% 0.73%	\$0.00	\$2.40	\$0.00	\$2.40	
Cash Advances	V AT 10.9% 0.73%	\$0.00	\$0.00	\$0.00	\$0.00	
Total Finance charges			\$2.40			

Effective Annual Percentage Rate (APR): 12.24%

Please see separate page for detailed correspondence address, press contact, and other important information. The Corresponding APR is the rate of interest charged on purchases and cash advances on any minimum balance. The Effective APR represents your total interest cost for the year including fees such as cash advances and finance charges fees - expressed as a percentage.

This Statement is a Facsimile - Not an original

Address Change Report  
Please provide us with any other information you'd like to know.

Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Email Address \_\_\_\_\_

[Large blacked-out area containing sensitive information]

Statement for account number: 517745753000428400  
 New Balance Payment Due Date Past Due Amount Minimum Payment  
 \$1,101.10 12/06/12 \$10.00 \$10.00  
 Annual Statement  Select your annual statement to receive statements by mail or e-mail.

CHASE

5177457530004284004311L00113016000000

MAILING ADDRESS  
 CHASE BANK USA,  
 1000 Corporate Park Drive,  
 WILMINGTON, DE 19808-4103

CORRESPONDENCE ADDRESS  
 PO BOX 1600  
 WILMINGTON, DE 19808-0103

45000160284 408753000428400P

CHASE

Statement Date: 08/20/12 Customer Service: 1-800-223-7027  
 Previous Due Date: 07/26/12 In U.S.: 1-800-223-7027  
 Previous Payment Date: 08/14/12 Requests: 1-800-223-3225  
 TDD: 1-800-223-0000  
 Outside U.S. or collect: 1-800-223-0225

**PAST DUE ACCOUNT SUMMARY** Account Number: 517745753000428400

Previous Address	Total Credit Line	Total Due Date
1000 Corporate Park Drive, Wilmington, DE 19808-0103	\$1,101.10	08/26/12
Previous Credit Limit	Available Credit	Due Date
\$1,101.10	\$10.00	08/26/12
Previous Charge	Cash Advance Limit	
\$0.00	\$0.00	
New Address	Available for Cash	
\$0.00	\$0.00	

VISIT US AT:  
[www.chase.com/creditcard](http://www.chase.com/creditcard)

We'd love to receive your card and reward! You may qualify for one of our  
 money-saving payment plans. Call 1-800-720-3047 (toll-free 1-800-223-0225) today.

**CHASE REWARDS SUMMARY**

Previous Points Balance: To reduce your Chase Rewards points, call  
 Points earned on purchases & paid: 1-800-223-2204, or log on to  
 New last points balance: [www.ChaseRewards.com](http://www.ChaseRewards.com) for 24-hour  
 service to your rewards program.

**TRANSACTIONS**

Date	Reference Number	Description	Amount
08/01	0000000000000000	OPENING PAY	\$10.00
08/06	0000000000000000	CASH PAY	\$10.00

**FINANCIAL CHARGES**

Category	Daily Purchase Rate	Average Daily Balance	Finance Charge Type	Interest Paid	Finance Charges
Purchases	1.4760%	\$7.075	To Periodic Rate	\$0.00	\$0.00
Cash Advances	1.4760%	27.35%	\$0.00	\$0.00	\$0.00
Total Finance charges					\$0.00

**Effective Annual Percentage Rate (APR): 22.00%**  
 Please see reverse side for terms and conditions, grace period, and other important information.  
 The Chase Rewards® APR is the rate of interest charged when you carry a balance on your Chase Rewards® account and represent the highest rate charged - including finance fees such as late fees and over-limit fees - expressed as a percentage.

This Statement is a Facsimile - Not an original

Address Change Request  
Please provide information below only if you believe information on form is incorrect.

Street Address: [REDACTED]  
City: [REDACTED]  
State: [REDACTED]  
Zip: [REDACTED]  
Home Phone: [REDACTED]  
Work Phone: [REDACTED]  
Email Address: [REDACTED]



Statement for account number: #179 477 3000 4288  
 New Balance Payment Due Date Past Due Amount Minimum Payment  
 \$1,212.00 04/08 \$191.00 \$100.00  
 Amount Extended  Indicates that you have requested an extension of time to pay your bill.



#17947730004288000515300123143000000L

MAILING ADDRESS  
PO BOX 10100  
WILMINGTON, DE 19899-1010

CORRESPONDENCE ADDRESS  
PO BOX 10103  
WILMINGTON, DE 19899-1013

450001501814 4037530004 2284P



Statement Date: 04/08/08 Customer Service  
 Payment Due Date: 04/08/08 8:00 AM EST  
 Minimum Payment Due: \$100.00  
 TEL: 1-800-444-4288  
 Online: [www.chase.com](http://www.chase.com) 1-800-444-4288

#### MASTERCARD ACCOUNT SUMMARY Account Number: #179 477 3000 4288 ACCOUNT NUMBER

Previous Balance	\$1,212.00	Total Credit Line	\$100	R.O. Box 10100
Postage, Cost, etc.	\$0.00	Available Credit	\$0.00	Wilmington, DE 19899-1010
Phone Charge	\$0.00	Cash Advance Line	\$0.00	TELE: 1-800-444-4288
New Balance	\$1,212.00	Availability for Credit	\$0.00	WEBSITE: <a href="http://www.chase.com">www.chase.com</a>

For more information about your account and to report your credit rating, we can help you too.  
 Please contact: Call 1-800-743-7007 (option 1-800-444-4288) or log on to  
[www.chase.com](http://www.chase.com) for 24-hour access to your account.

#### PLAYABLE PAYMENT HISTORY

Previous Month Balance	To reduce yourPlayable Payments balance, call 1-800-444-4288, or log on to <a href="http://www.chase.com">www.chase.com</a> for 24-hour access to your account.
Previous Month's Previous Month Balance	
Previous Month's Previous Month's Previous Month Balance	

#### TRANSACTIONS

Date	Reference Number	Description / Name or Transaction Description	Amount	Credit	Debit
1/22/08		CASHBACK PAY	\$0.00		
1/26/08		LATE FEE	\$0.00		

#### FINANCE CHARGES

Category	Daily Payment Plan Comprising 30 days Incycle	APR	Average Daily Balance	Finance Charge Due To Previous Plan	Interest Rate	FINANCE CHARGE
Purchase	V 0.773%	20.3%	\$1,183.00	\$27.47	0.00	\$27.47
Cash Advances	V 0.773%	20.3%	\$0.00	\$0.00	0.00	\$0.00
Total Finance charges				\$27.47		

Effective Annual Percentage Rate (APR): 20.3%  
 Please see disclosure for full terms, conditions, fees, restrictions, and other important information.  
 The Disclosure APR is the rate at which you pay when you carry a balance on your revolving charge.  
 The Effective APR reflects your individual charges - including interests that result in rates different than those shown in a percentage.

#### IMPORTANT NOTES

To help you reduce your balance more quickly, your minimum payment **MINIMUM** is changing. This will ensure that your principal balance is reduced by at least 1% each month. For more information about how this change affects you, please see the section:

Play today, log on to  
[www.chase.com/playnow](http://www.chase.com/playnow)  
 It's fast, secure, and free!

This Statement is a Facsimile - Not an original

<b>Address Change Request</b>	<b>Request Number:</b> <u>                        </u>
<b>From Address:</b> <u>                        </u>	<b>To Address:</b> <u>                        </u>
<b>City:</b> <u>                        </u>	<b>State:</b> <u>                        </u>
<b>Zip:</b> <u>                        </u>	<b>Zip:</b> <u>                        </u>
<b>Home Phone:</b> <u>                        </u>	<b>Work Phone:</b> <u>                        </u>
<b>Mobile Phone:</b> <u>                        </u>	<b>E-mail Address:</b> <u>                        </u>

**Statement for account number 4779-0777 0000-0000**  
 Net Balance **\$1,304.05** Posted Date/Time **02/02/05 07:28:00** Minimum Payment Due **\$10.00**

CHASE

Account Statement  Checkmark will apply to Standard Statement**4779-077730009288080465500113450000068**ISSUE DATE: 02/02/05  
EXPIRE DATE: 03/02/05  
ADDRESS: 1100 14TH ST NW  
WILMINGTON, DE 19801-1110CAROUSEL BANK SERVICE  
PO BOX 9454  
WILMINGTON, DE 19808-0454**4779-077730009288080465500113450000068**

CHASE

Statement Date: **02/02/05** CUSTOMER SERVICE  
Posted Date/Time: **02/02/05** In U.S.: **1-800-321-7127**  
Minimum Payment Due: **\$10.00** International: **1-800-321-0222**TDD: **1-800-321-0209**  
Orbita LLC: **1-800-321-0220****MASTER CARD ACCOUNT SUMMARY** Account Number: 4779-077730009288080465500113450000068

Product Name	1/20/05	Total Credit Used	0.00	P.O. Box 9200
Previous Bill Date	01/20/05	Available Credit	10	Wilmington, DE 19808-0454
Finance Charge	0.00	Credit Access Line	0.00	Patent Office
Net Billing	0.00	Available for Credit	0.00	P.O. Box 9200 Washington, DC 20545-0902

NET BILL AT: [www.chase.com/online/billing](http://www.chase.com/online/billing)

We are here to help you save money. We can help you take control of your positive credit and reward. Call 1-800-321-0247 (toll-free 1-800-321-0247) today or visit us online for your individual needs.

**POINTS REWARD SUMMARY**

Previous points balance: 0  
Points earned on purchases this period: 0  
New total points balance: 0

To redeem your Points Reward points, call  
1-800-321-0244, or log on to  
[www.Chase.com/points](http://www.Chase.com/points) for 24-hour  
access to your reward program.

**TRANSACTIONS**

Date	Reference Number	Merchant Name or Transaction Description	Amount	Card	Date
02/02		OVERDRAFT FEE	0.00*		
02/02		DATA FILE	0.00*		

**FINANCE CHARGES**

Category	Days Before Due Date	Composting APR	Average Daily Balance	Finance Charge Due To Previous Rate	Transaction Fee	FINANCE CHARGES
Previous	V-0777%	20.91%	\$1,200.00	\$0.00	\$0.00	\$0.00
Net advance	V-0777%	20.91%	\$0.00	\$0.00	\$0.00	\$0.00

Total finance charges

0.00\*

Effective Annual Percentage Rate (APR): **20.91%**

Please see reverse side for terms, conditions, methods, disclaimers, and other important information.  
The Composting APR is the rate of interest you pay when you carry a balance from one month to the next.  
The Effective APR is the annual percentage rate based on the actual amount of time you have the balance and the  
actual amount and frequency of your purchases.

**This Statement is a Facsimile - Not an original**

Address Change Request  
Please provide information below for your address change.  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

[REDACTED]

Statement for account number 5179 4776 3000 4200  
 New Balance 21,442.00 Payment Due Date 02/06/09 Past Due Amount \$10.00 Minimum Payment \$10.00  
 Amount Owed 21,452.00 Subject to change due to late payment or other factors.



517945733000424400004035001444350000001

STATEMENT DATE 01/22/09 PAYMENT DUE DATE 02/06/09  
 BILLING CYCLE 01/01/09 - 01/31/09 CANCELLATION SERVICE  
 PO BOX 5105 WILMINGTON DE 19808-5105

155000160284 40375100012884P

CHASE

Statement Date	01/22/09	Expiration Dates	01/22/09	Customer Service
Previous Due Date	01/06/09	Phone Number	800-433-2216	In U.S.
Previous Due Month	01/06/09	Address	1-800-433-2216	Outside U.S.
Phone Charge	\$0.00	City	1-800-433-2216	Canada
New Balance	21,442.00	State	1-800-433-2216	Other
<b>MASTER CARD ACCOUNT SUMMARY</b> Account Number: 5179 4776 3000 4200 ACCOUNT NUMBER:				
Previous Due Date	01/06/09	Phone Number	800-433-2216	P.O. Box 5105
Previous Due Month	01/06/09	Address	Wilmington, DE 19808-5105	Wilmington, DE 19808-5105
Phone Charge	\$0.00	City	Wilmington	Wilmington, DE 19808-5105
New Balance	21,442.00	State	DE	Wilmington, DE 19808-5105
MasterCard® is a registered trademark of MasterCard International Incorporated.				

#### Flexible Rewards Summary

Previous points balance

To review your Flexible Rewards points, call

1-800-433-2216, or log on to

www.Chase.com/rewards

or www.Chase.com for 24-hour

access to your account page.

access to your account page.

#### TRANSACTIONS

Date	Address Number	Original Name or Transaction Description	Credit	Debit
2/1/09	21,442.00			
2/2/09	0000000000000000			

#### PURCHASE CHARGES

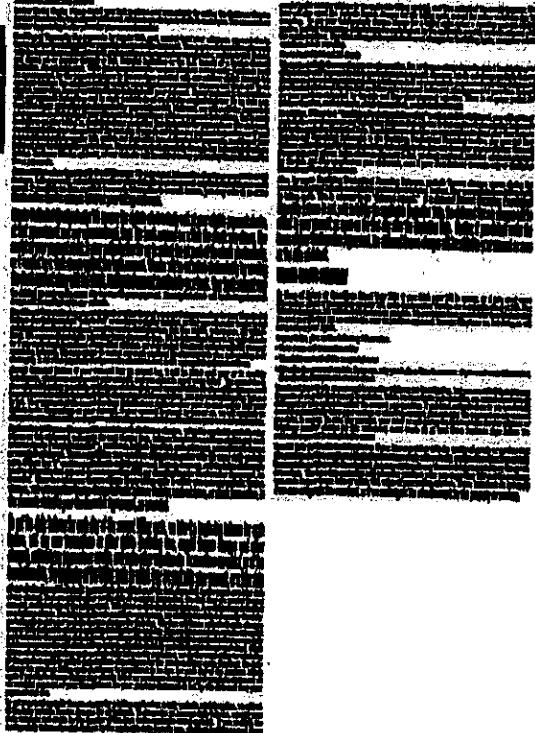
Category	Daily Purchase Rate Composting	Average Daily Balance	Finance Charge Due	Transactions	FINANCE CHARGE
Purchases	0.0700%	24.0%	\$1.34	0	\$0.00
Cash Advances	0.0700%	24.0%	\$0.00	0	\$0.00
Total Finance Charges					\$0.00

Effective Annual Percentage Rate (APR) 8.64%

Please note that interest is computed monthly, gross monthly, and otherwise reported information.  
 The Outstanding APR is the rate of interest you pay when you carry a balance at any transaction category.  
 This statement does not include your total finance charges - including finance charges on cash advances and balance transfers - incurred on 2 purchases.

This Statement is a Facsimile - Not an original

Address Change Request  
Please provide information below only if you would like to change your address.  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_



**CONSUMER CREDIT TRANSACTION**

IMPORTANT! YOU ARE BEING SUED!! THIS IS A COURT PAPER - A SUMMONS  
DON'T THROW IT AWAY!! TALK TO A LAWYER RIGHT AWAY!! PART OF YOUR PAY CAN BE TAKEN BY BRUH!  
YOU (GARNISHEED). IF YOU DO NOT BRING THIS TO COURT, OR SEE A LAWYER, YOUR PROPERTY CAN  
BE TAKEN AND YOUR CREDIT RATING CAN BE HURT!! YOU MAY HAVE TO BRING THESE PAPERS  
TO THIS COURT RIGHT AWAY. THE CLERK (PERSONAL APPEARANCE) WILL HELP YOU!!  
CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

**FIRST RESOLUTION INVESTMENT CORP.**

Plaintiff  
-Against-  
**CAROLINE MAVORGA**  
Defendant(s)

SUMMONS  
Plaintiff's Address  
5199 NEIL RD SUITE 430  
Bronx NY 10502  
Defendant's Address: Defendant 2 address  
10248 149TH ST  
JEROME NY 10421

05/19/76

The basis of the venue is :A defendant resides in the County of QUEENS; the subject matter consumer credit transaction took place in the County of QUEENS

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED TO APPEAR IN THE CIVIL COURT OF THE CITY OF NEW YORK,  
COUNTY OF QUEENS AT THE OFFICE OF THE CLERK OF THE SAID COURT AT 05-17, BUPHEN  
BLVD JAMAICA, NY 11435 WITHIN THE TIME PROVIDED BY LAW AS NOTED BELOW AND TO  
FILE YOUR ANSWER TO THE ANEXED COMPLAINT WITH THE CLERK, UPON YOUR FAILURE  
TO ANSWER, JUDGMENT WILL BE TAKEN AGAINST YOU FOR THE SUM OF \$1,444.33 AND  
ATTORNEY FEES OF \$200.00 WITH INTEREST THEREON FROM THE DAY OF February 28, 2006 AT  
THE RATE OF 9%, TOGETHER WITH THE COSTS OF THIS ACTION. A COPY OF YOUR ANSWER  
SHOULD BE SERVED BY MAIL UPON THE ATTORNEYS FOR THE PLAINTIFF, SHARINN &  
LIPSHIE, P.C.

DATED: May 16, 2009

Signature (Rule 130-1.1-a(b))

Alexandra Moreno  
SHARINN & LIPSHIE, P.C.  
333 E 149TH OZONE BLVD, STE 302  
UNIONDALE, NEW YORK 11553

(516) 873-6600

**NOTE:** The law provides that:

- (a) If this summons is served by its delivery to you personally within the CITY OF NEW YORK you must appear and answer within 20 days after such service; or
- (b) If this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY (30) days after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.
- (c) Where a defendant appears by an attorney, a copy of his answer shall be served upon the plaintiff's attorney, or upon the plaintiff if the plaintiff appears in person, at or before the time of filing the original answer with proof of service thereof.
- (d) In any action arising from a consumer credit transaction, if the form of summons provided for in subdivision (b) of this section is used:

**DEFENDANT'S P.O.B.:**

Clerk:  
Attenuate: 5179457520004288

Claim #: AACAS889

WE ARE DEBT COLLECTORS. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.

TRANSAACION DE CREDITO DEL CONSULTOR  
IMPORTANTE! UCN HA SIDO DEMANDADO!  
ESTE ES UN DOCUMENTO LEGAL - UNA CITACION

NO LA BOTE NI CONSULTE CON SU ABOGADO ENSEGUNDA LE PUEDEN QUITAR PARTE DE SU SALARIO  
(EMBARGARLO) SI U.D. NO SE PRESENTA EN LA CORTE CON ESTA CITACION LE PUEDEN CONFISCAR  
LOS BIENES (PROPIEDAD) Y PERJUDICAR SU CREDITO! TAMBIEN ES POSIBLE QUE TENGAS QUE PAGAR  
OTROS GASTOS LEGALES (COSTAS). SI U.D. NO TIENE DINERO PARA UN ABOGADO TRAJA ESTOS  
PAPELES A LA CORTE INMEDIATAMENTE. VENCA EN PERSONA Y EL SECRETARIO DE LA CORTE LE  
AYUDARA.

CORTE CIVIL DE LA CIUDAD DE NUEVA YORK  
CONDADO DE QUEENS

FIRST RESOLUTION INVESTMENT CORP

Demandante,

CAROLINE MAYORG

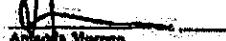
Demandado,

CITACION

La dirección del demandante  
5190 NEIL RD SUITE 430  
RIDGE NY 11372  
La dirección del demandado es  
10248 184TH ST. HOLLIS NY 11423  
Otra dirección

Al demandado arriba mencionado:  
USTED ESTA CITADO a comparecer en la Corte Civil de la Ciudad de Nueva York Condado de QUEENS a la oficina  
del Jefe Principal de dicha Corte en 85-17 SUTPHEN BLVD JAMAICA, NY 11435 en el Condado de QUEENS Ciudad  
y Estado de Nueva York, dentro del tiempo provisto por la ley segun la indicacion abajo y a presentar su respuesta a la  
demanda al Jefe de la corte; si usted no comparece a comparecer, se rendira sentencia contra usted en la suma de \$1,444.35  
y los honorarios del abogado por la suma de \$388.67 con intereses desde February 28, 2006.

Signature (P.A. 130-1,1-a(b))

  
Arnoldo Moreno  
SHARIN & LIPSHIE, P.C.  
Abogado del demandante  
333 EAST OYNCTON BLVD, STE 302  
UNIONDALE, NEW YORK 11553  
(516) 873-6600

Demandado May 18, 2009

NOTA: La Ley provee que:

- (a) Si esta citacion es entregada a usted personalmente en la Ciudad de Nueva York, usted debe comparecer y responder dentro de VEINTE (20) dias despues de la entrega; O  
(b) Si esta citacion es entregada a otra persona que no sea usted personalmente, o si fuera entregada fuera de la ciudad de Nueva York, u por medio de publicacion, o por otros medios que no fueran entrega personal a usted en la Ciudad de Nueva York, usted tiene TREINTA (30) dias para comparecer y responder la demanda, despues de haberse presentado prueba de entrega de la citacion al Jefe de esta Corte.

Demandado P.O.B.

**NO NOSOTROS SOMOS CORRADORES DE DEUDAS. NUESTRA INTENCION ES COBRAR LA DEUDA Y  
CUALQUIER INFORMACION OBTENIDA SERA USADA PARA ESTE PROPUSITO.**

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

FIRST RESOLUTION INVESTMENT CORP.

Plaintiff,  
-against-  
CAROLINE MAYORCA  
Defendant(s).

VERIFIED  
COMPLAINT

Plaintiff, by its attorneys SHARINN & LIPSHIR, P.C. complaining of the defendant(s), respectfully, alleges:

1. That the plaintiff is duly licensed by the New York City Department of Consumer Affairs to collect debts in NYC. The NYC Dep't. of Consumer Affairs License number for the plaintiff is 1276827
2. That at all times hereinafter mentioned, the Plaintiff, FIRST RESOLUTION INVESTMENT CORP A/A/O UNIFUND CCC PARTNERS A/A/O CHASE BANK USA N.A. is a corporation with offices located at 5190 KEEIL RD SUITE 430 River NY 85502.
3. That upon information and belief of the Defendant(s) where and at all times hereinabove mentioned was/were a resident of the county where this action is brought.
4. The agreement said upon herein was duly assigned to Plaintiff and notice thereof was duly given to Defendant(s).
5. That there are monies due from Defendant(s) to Plaintiff, plus agreed and/or reasonable attorney fees, if any, for charges incurred under loan granted in connection with credit card(s) issued by Plaintiff's assignor pursuant to credit card agreement(s) made in compliance with the law, a copy of which agreement(s) were duly mailed to Defendant(s), on which there is a balance due of \$1,444.35, and that in addition there is due attorney fees of \$200.87, making a total sum due from Defendant(s) to Plaintiff of \$1,733.22, as part of which sum has been paid, although due and only demanded.
6. The above debt arises from account number 5179457530004288.

WHEREFORE, plaintiff demands judgment against defendant(s) for the sum of \$1,444.35 with interest thereon from February 28, 2006, and attorney fees of \$200.87 plus costs and disbursements of this action.

Signature (Rule 130-1.1-a(b))

Dated: May 18, 2009  
Uniondale, New York

SHARINN & LIPSHIR, P.C.  
333 East Ovington Blvd  
Uniondale, New York 11553  
(516)773-6600

STATE OF WASHINGTON  
COUNTY OF WHATCOM

ANGEL PAGE BEING DULY SWORN, DEPOSES AND SAYS:

Deposant is the RECORDS CUSTODIAN of the plaintiff, and deposant makes this verification because he/she is familiar with the records maintained by plaintiff. Deposant has read the foregoing complaint and knows its contents thereof to be true. The grounds of deposant's belief as to all matters not stated upon deposant's own knowledge are as follows: records belonging to plaintiff(s) in possession of deposant.

Sworn to before me this  
20 day of MAY, 2009

Notary Public  
State of Washington  
JEFF NICOLA GARGARO  
MY COMMISSION EXPIRES  
November 01, 2011

Client Acct # 5179457530004288  
Claim # AAC11499

ANGEL PAGE  
RECORDS CUSTODIAN

\*\*\*WE ARE DEBT COLLECTORS. THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE\*\*\*



Ivli Court of the City of New York  
County of Queens

*ACCS&SC*

Index No: CV-08/976-09/JU

1ST RESOLUTION INVESTMENT CORPORATION  
against  
AROLYN MAYORGA

**ANSWER IN PERSON**  
**CONSUMER CREDIT TRANSACTION**

Defendant, AROLYN MAYORGA, at 10248 186TH ST, Hollis, NY 11423, answers the Complaint as  
stated: 10/06/2009  
(Check all that apply)

General Denial: I deny the allegations in the complaint

**SERVICE**

I did not receive a copy of the summons and complaint

I received the Summons and Complaint, but service was not correct as required by law.

**DEFENSES**

X I do not owe this debt

I did not incur this debt. I am the victim of identity theft or mistaken identity.

I have paid all or part of the alleged debt.

I dispute the amount of the debt.

I do not have a business relationship with Plaintiff. (Plaintiff lacks standing.)

The NYC Department of Consumer Affairs shows no record of plaintiff having a license to collect a debt.

Plaintiff does not allege a debt collection license number in the Complaint.

Statute of Limitations (the time has passed to sue on this debt: more than six years.)

2 The debt has been discharged in bankruptcy.

3 The collateral (property) was not sold at a commercially reasonable price.

4 Unjust enrichment (the amount demanded is excessive compared with the original debt.)

5 Violation of the duty of good faith and fair dealing.

6 Unconscionability (the contract is unfair.)

7 Laches (plaintiff has excessively delayed in bringing this lawsuit to my disadvantage.)

8 Defendant is in the military.

9 Other:

**OTHER**

10 Please take notice that my only source of income is \_\_\_\_\_, which is exempt from collection.

**COUNTERCLAIM**

1 Counterclaim(s): \$ Reason:

his case is scheduled to appear on the calendar as follows: April 19, 2010 in Part 11 - Self Represented Non-Jury,  
room 101 at 9:30 AM Both sides notified: \_\_\_\_\_

\_\_\_\_\_  
Sheridan & Lipsky PC (Counsel for Plaintiff)

333 Erie Ovington Blvd, Suite 302

Uniondale, NY 11551

**FILED**  
**GENERAL CLERK**

04-1-6 2009

**CLERK'S OFFICE - COURT HOUSE**

AAC-A5889

CHASE

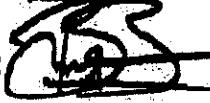
BILL OF SALE

Chase Bank USA, N.A. ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated April 1, 2007 between Seller and Unified Portfolio A, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns collective as of the File Creation Date of October 15, 2007 all rights, title and interest of Seller in and to those certain receivables, judgments or evidence of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Amounts due to Seller by Purchaser in accordance shall be paid U.S. Dollars by a wire transfer to be received by Seller on October 23, 2007 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

Chase Bank USA, N.A.  
ABA 424100021  
Beneficiary Name: Chase Bank USA, N.A.  
Beneficiary Account # 5004-022500

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation or warranty of title or enforceability is expressed or implied.

Chase Bank USA, N.A.  
  
By: \_\_\_\_\_  
Date: October 16, 2007  
Title: Vice President

Unified Portfolio A, LLC  
  
By: \_\_\_\_\_  
Date: October 16, 2007  
Title: Vice President, Agency Ops.



Unifund CCR Partners

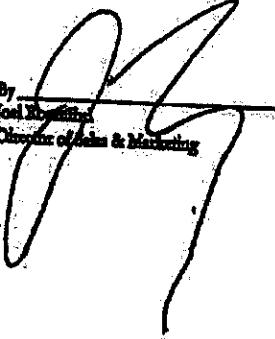
BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and FIRST RESOLUTION INVESTMENT CORPORATION ("Buyer"), dated as of June 19, 2008 (the "Agreement"), does hereby sell, assign, and transfer to Buyer all of its good and marketable title, free and clear of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Exhibit 1 hereto, without recourse and without representation or warranty of collectability, as otherwise, except to the extent stated in the Agreement.

Executed on June 19, 2008

UNIFUND CCR PARTNERS

By \_\_\_\_\_  
Joel M. Miller  
Director of Sales & Marketing



**CHICAGO BANK AND TRUST COMPANY**

**2. ACCEPTANCE OF THIS AGREEMENT**

This agreement governs your credit card account with us maintained on the card carrier containing the card for this account. Any one of your accounts is covered by this agreement. Please read this entire agreement and keep it for your records. The specific documents may be in separate parts, including the Disclosure and a "Terms and Power" note that is expressly made a part of this agreement. You authorize us to make or send changes to your account for all transactions made on your account. You agree to pay us for all transactions made on your account, as well as any fees or charges. If this is a joint account, each of you, together and individually, is responsible for paying all amounts owed, even if the account is used by only one of you.

Please sign the back of your credit card when you receive it. You will be bound by this agreement if you or anyone authorized to use your account for my purposes, even if you do not sign your card. Whether you use your account or not, you will be bound by this agreement unless you cancel your account within 30 days after receiving your card and you have not used your account for any purpose.

Throughout this agreement, the words "we", "us" and "our" mean Chicago Merchant Bank USA, N.A., the issuer of your credit card and account. The words "you", "your" and "yours" mean of you, respectively, as compared with this agreement, including the person who opened the account and the person to whom we address billing statements as well as any person who agrees to be liable on the account. The word "bank" means one of several cash or other access devices such as automated teller machines, that we have located or placed near to enable you to obtain credit under this agreement.

**3. USE OF YOUR ACCOUNT**

Your account is a consumer account and should be used only for personal, family or household purposes. Unless we agree in writing to the contrary, we shall not be responsible for purchases or services purchased or leased through use of your account. You promise to use your account only for valid and honest transactions. For example, fraudulent purchases may be illegal in some places. It is not our responsibility to notify you that you are using your account only for questionable transactions, and you will remain responsible for paying any transaction even if it is not possible.

**Type of Transaction:**

\* **Purchases:** You may use your card to pay for goods or services. \* **Cash:** We may provide you cash advances checks or balance transfers, checks or a way to use your account. We also permit them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other reasons or effects that you may not use these checks to transfer balances to this account from other accounts with us or any of our related companies. Only the principal amount minus a portion of the check may also be cash. Cash advances checks may be referred to as conversion checks.

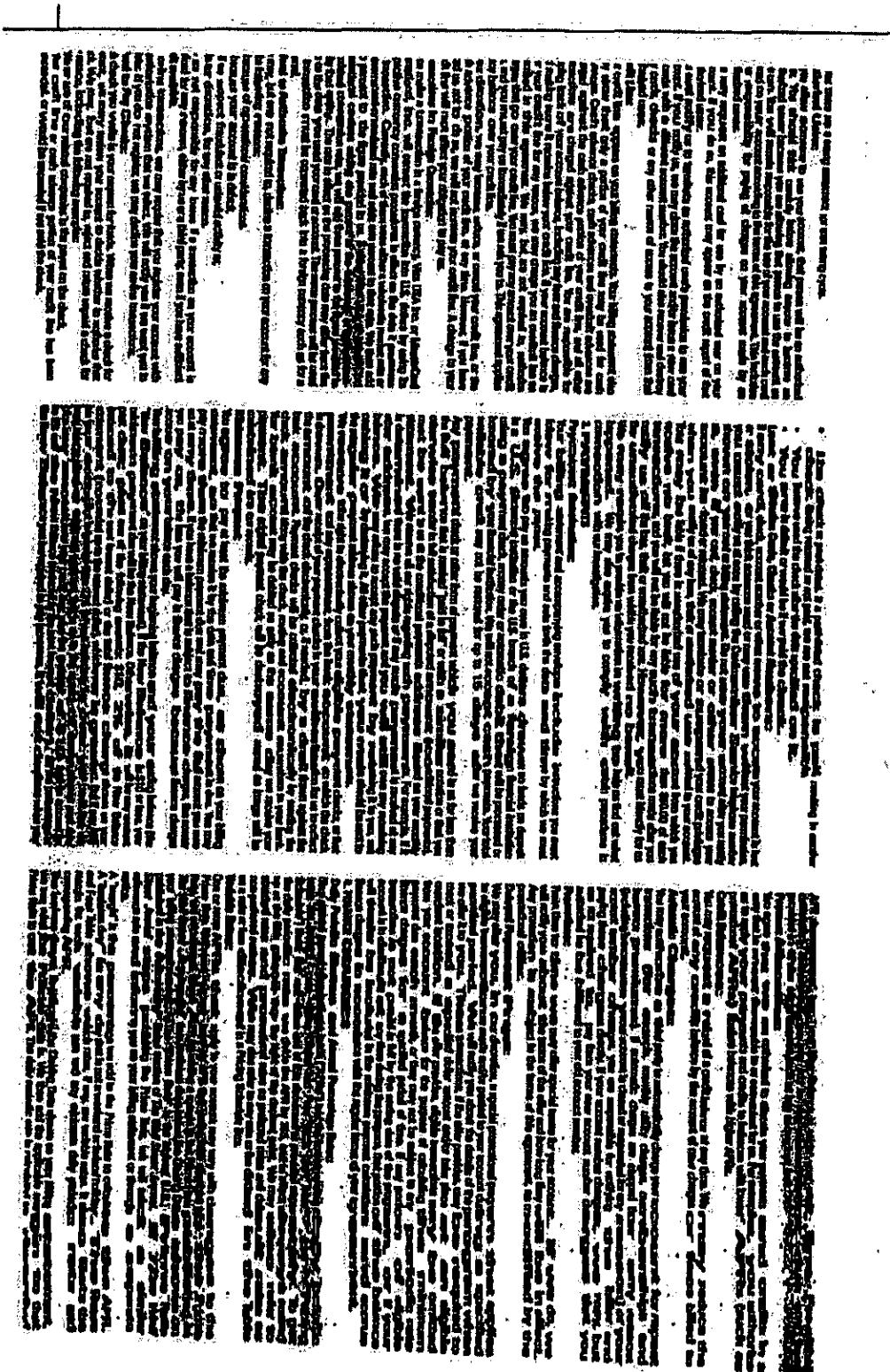
\* **Balance Transfers:** You may transfer balances between other accounts or loans with other result and benefits or other features to this account, or other balances elsewhere via phone. But you may not transfer balances to this account from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit limit, we may process a partial balance transfer up to your available credit line.

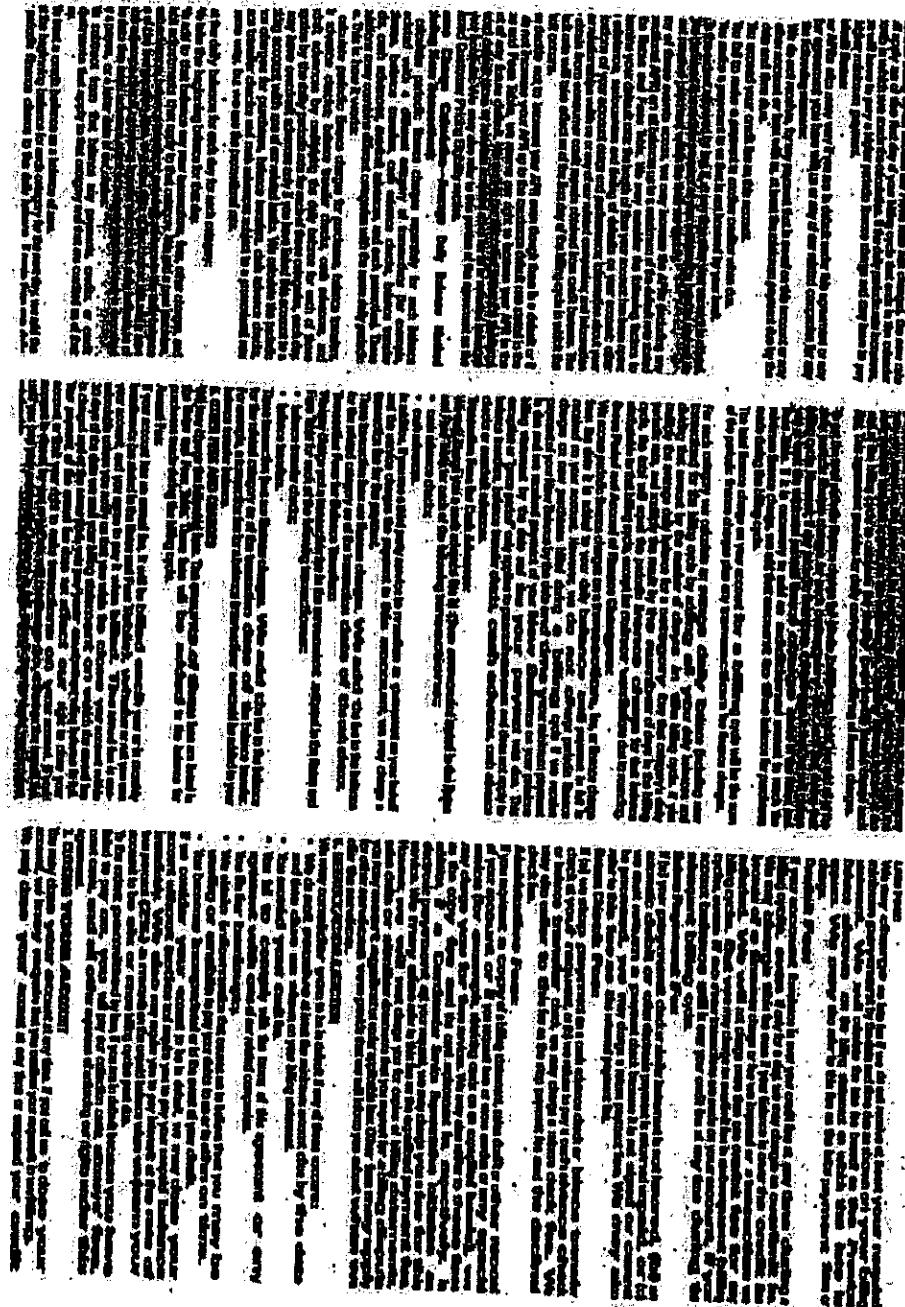
\* **Cash Advances:** For any use you need to get cash from Chicago Merchant, a form called Authorization, acceptance the cash, or to obtain consumer checks, bridge currency, money orders, wire transfers or direct debit charges or to obtain lottery tickets, cashier's checks, and bank charges or for other banking transactions, the card also uses a third party service to make a payment to your behalf and bill the payment to this account. Cash Advances may also be referred to as Advances.

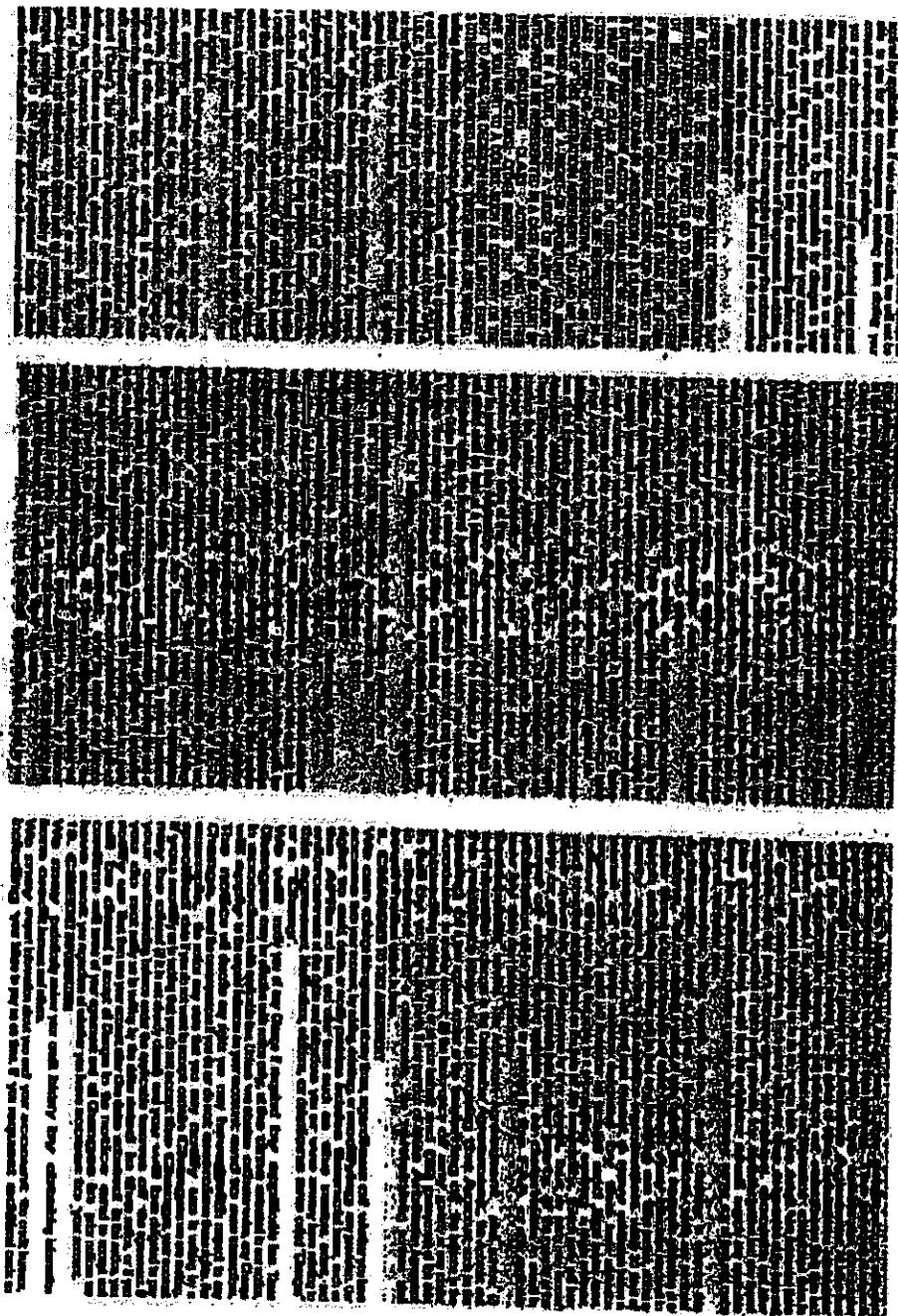
\* **Automatic Advances:** If this form of credit should exceed your limit and/or if your related funds, you may have this account to your checking account which can reflect funds under an overlimit fee that charging continues under the terms of this agreement and your other relevant agreements.

**Billing Cycle:**

In order to manage your account, we divide time into periods called "Billing cycles." Each billing cycle is approximately one month in length. For each calendar month, you account will have a billing cycle that ends in that month. Your account will have a billing cycle ending in each calendar month whether









INDEX # 081976-09  
CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS  
  
FIRST RESOLUTION INVESTMENT CORP A/A/O  
UNIFUND CCR PARTNERS A/A/O CHASE BANK USA NA

-against-

CAROLINE MAY ORGA.

NOTICE OF MOTION

Pursuant to 22 NYCRR 130-1-1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that upon information and belief and upon reasonable inquiry, that the contentions contained in the annexed document are not frivolous.

AMANDA MORENO  
SHARIIN & LIPSHIE, P.C.  
Attorney for Plaintiff  
333 East 3rd Street, Ste 302  
Uniondale, New York 11553  
(516) 873-6600